

## CONCORD PROCESSING AGREEMENT

This Concord Processing Agreement ("Agreement") is dated March 1, 2003 by and between CONCORD PROCESSING, LP with offices located at 2201 Civic Circle, Amarillo, Texas 79109 ("CPLP", "we" or "us") and FIRST AMERICAN PAYMENT SYSTEMS with offices located at 201 MAIN STREET, SUITE 1000, FORT WORTH, TEXAS 76102 ("User" or "you").

### Background

CPLP provides Electronic Fund Transfer processing for automated teller machine, point of banking and point of sale Terminals and accessed by using certain plastic cards with magnetically encoded stripes issued by financial institutions to their account holders allowing such account holders to perform certain banking, financial and purchase Transactions. Additionally, CPLP offers services for the authorization of Transactions and provides Gateway services to various EFT Networks, as well as certain other EFT services ("CPLP Processing Services"). User desires to purchase and use CPLP Processing Services.

NOW, THEREFORE, in consideration of the mutual premises herein contained, CPLP and User agree to be legally bound by the terms of this Agreement as hereinafter set forth.

### 1. DEFINED TERMS.

All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in Exhibit A attached hereto and made a part hereof.

### 2. CPLP PROCESSING SERVICES.

You hereby agree to use CPLP as the processor of Transactions conducted by your Cardholders and/or at your Terminals. You understand and agree that CPLP may provide the services hereunder through any of its affiliates. While you are a User of CPLP Processing Services under this Agreement, you elect to interface with CPLP in one of the following modes:

- ☐ Full Service
- ☐ Authorization Processor
- ☐ Cooperative Authorization Processor
- ☐ Intercept Processor
- ☒ Independent Sales Organization (ISO)

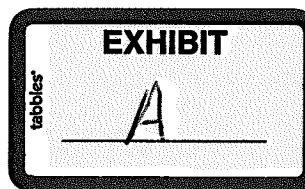
You understand and agree that the mode you elect now for your Interface to CPLP will govern you for the duration of this Agreement. You may elect to use any or all of the following CPLP Processing Services set forth below; however, you agree that during the term of this Agreement we shall be the exclusive provider to you of any of the services described below which you elect:

(i) CPLP Authorization Services. In accordance with your Cardholder information you will supply to us, we will authorize or decline Transaction requests received from any Terminals at which your Cardholders have access or any Networks in which you participate by our comparison to your Cardholder information which can consist of any of the following: (a) real time account records, (b) daily account balances or (c) parameter instructions.

(ii) CPLP Terminal Driving Services. We will establish a direct electronic connection between the ATM and/or POB Terminals you operate and our switch in order to operate, supervise and monitor such Terminals for you.

(iii) Gateway Services. We will provide electronic connections from the switch to other Network switches and other card issuers which will permit you to acquire ATM, POB and/or POS Transactions of other Networks' and/or issuers' Cardholders at Terminals we operate for you and to facilitate Transactions by your Cardholders, if any, at the ATM, POS or POB Terminals of other Networks. You may choose among the Gateway services we inform you we are able to provide. If you elect to purchase any of our Gateway services from us you will appropriately complete and execute applications, membership agreements, sponsorship agreements or other documents as may be necessary to offer such Gateway services as may be required by us or the relevant regional or national ATM Network or card issuer, and shall provide to us evidence of your authority to participate in such Networks or with such card issuers, as we may require from time to time.

(iv) Additional Services. We also offer an array of additional CPLP Processing Services from which you may select to complement your Electronic Fund Transfer products. These Processing Services include telephone banking, bill payment, self service banking and Cardholder service charge products. You shall indicate your selection of additional CPLP Processing Services on the Specification Forms you complete, and execute an addendum to this Agreement for each such service you desire. From time to time we



may introduce new Processing Services which you may select by executing a further addendum to this Agreement.

### 3. SUPPORT AND TERMINAL LOCATION

#### (a) Support Equipment and Terminals.

You agree to purchase or lease and install such ATM and POB Terminals as you desire to operate and you agree to obtain and maintain in good working order at your expense the data processing and communications equipment which is necessary and appropriate to facilitate the provision of CPLP Processing Services. You shall independently determine the locations of the Terminals you choose to operate in accordance with the rules of the Networks you join and subject to any necessary regulatory approvals.

#### (b) Location of Terminals.

##### (1) United States and its Territories.

You agree that subject to Section 3b. (2) of this Agreement, the CPLP Processing Services to be provided under this Agreement shall only occur at Terminals located in the United States of America or its territories.

(2) Outside of the United States or its Territories. If you desire to receive CPLP Processing Services at any Terminal located outside of the United States of America, you agree to first provide CPLP with a written schedule of any country or countries in which you intend to receive CPLP Processing Services. You may not obtain CPLP Processing Services for Terminals located outside of the United States of America and its territories without CPLP's prior written approval. If CPLP agrees to provide such services to you, that approval will be, subject to the following conditions and other conditions to which the parties agree at the time:

(i) We can terminate the provision of CPLP Processing Services in any country at any time and without being deemed to be in breach of the CPLP Processing Agreement if we, in our sole discretion, determine that continued provision of service to Terminals located in such country could adversely impact CPLP. If we terminate the provision of CPLP Processing Services in a particular country, we will provide you with sixty (60) days' prior notice of such termination, unless exigent circumstances exist.

(ii) If any provision of the Agreement is declared or found to be illegal, unenforceable or void under the laws of any country ("Voided Provision"), for purposes of the laws of the specific country in which the provision is void, the

Agreement will be construed as if not containing the Voided Provision, and the rest of the Agreement will remain in full force and effect, and the rights and obligations of the parties hereto shall be construed and enforced accordingly under the laws of that country; provided, however, that the parties consent to the enforcement of the entire Agreement, including the Voided Provision, under the laws of the State of Delaware.

(iii) The parties hereto affirmatively consent that interpretation, construction and performance of this Agreement, including the provision of CPLP Processing Services in any country outside of the United States of America or its territories, shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to the principle of conflicts of laws. The parties also consent to the jurisdiction and venue in the Delaware courts with respect to the enforcement of any matter under this Agreement, regardless as to the location of any Terminal receiving CPLP Processing Services.

(iv) You have obtained all necessary authorizations required under the laws, regulations and code provisions of each country in which you seek to receive CPLP Processing Services.

(v) You are not aware of any provision of the law, regulation or code under the laws of each country in which you seek to receive CPLP Processing Services that would prevent (a) the provision of the CPLP Processing Services to you or (b) the enforcement of this Agreement in accordance with its terms. During the term of this Agreement, the parties also agree to promptly notify each other of the enactment or promulgation of any provision of the law, regulation or code under the laws of each country in which you seek to receive CPLP Processing Services that would prevent (a) the provision of the CPLP Processing Services or (b) the enforcement of this Agreement in accordance with its terms.

### 4. USER SPECIFICATIONS.

We will perform our processing in accordance with your instructions and information provided to us on our Specification Forms and the rules of the Networks you join.

### 5. FEES.

(a) Schedule of Fees. You agree to pay our fees and charges set forth on the Schedule of Fees attached hereto as Exhibit B and Exhibit C for our CPLP

Processing Services. Further, you agree to pay all third party charges (including, but not limited to, our charges related to telecommunications services and transportation expenses) incurred in connection with our provision of CPLP Processing Services. You agree that if we add new CPLP Processing Services or Transaction types during the term of this Agreement we may amend the Schedule of Fees to add charges for such new services or Transaction types at any time. Any service performed by us at your request or as necessitated by your act or failure to act which is beyond the scope of the CPLP Processing Services you select on the Specification Forms shall be billed to you at our standard rates then in effect including charges for personnel and computer time, equipment, supplies, out-of-pocket costs and other expenses which you agree to pay us. Commencing upon execution of this Agreement, all applicable fees and charges shall be payable upon invoice to you. We will submit monthly statements for the fees, charges, supplies and other costs payable by you pursuant to this Agreement. Payment will be made in accordance with Section 6 hereof. The Schedule of Fees may be modified by CPLP once each calendar year upon one hundred twenty (120) days prior written notice, provided that any interchange, issuer reimbursement, pass-through or third party fees may be modified from time to time as set forth in prior written notice from CPLP.

(b) Taxes. In addition to the applicable standard fees and charges for CPLP Processing Services and any other service we perform for you, you agree to pay all federal, state and local taxes assessed as well as all other expenses, fees and charges imposed by a governmental entity arising out of or incidental to your use of CPLP Processing Services other than those taxes, expenses, fees or charges which are based on the net income or property of CPLP.

#### 6. CLEARING ACCOUNT.

For payment of the fees, charges, expenses and taxes, if any, due and owing to CPLP under this Agreement, you will establish and maintain for the term of this Agreement a clearing account at a financial institution designated or approved by us. If you have executed a STAR Member Institution Agreement or a MAC Network Participation Agreement and already have established a clearing account pursuant thereto, then for purposes of this Agreement you hereby grant CPLP authorization to effect credits to and debits from such clearing account for payment of the fees, charges, expenses and taxes due and owing to CPLP under this Agreement. You agree to execute any documentation required by us or by the designated settlement bank to grant authority to us to debit or credit such account. You agree to maintain at all times in the clearing account a

balance sufficient to pay all amounts due and owing to CPLP under this Agreement.

#### 7. CONFIDENTIALITY OF INFORMATION.

You acknowledge that we have, through the expenditure of a significant amount of time, effort, costs and research, developed and/or secured the right to use various computer programs, forms, logos, manuals, and related materials, including our operating procedures and technical specifications, which constitute property of great value and/or trade secrets, and that disclosure to others of such materials may result in loss or irreparable damage to us. Accordingly, you in your use of our CPLP Processing Services agree to hold and use any and all such property or information in confidence, and not to disclose, reveal, copy, sell, transfer, sub-license, assign or distribute any part or parts of it, in any form, to any individual, firm, corporation, or other entity, or permit any of your employees, agents or representatives to do so, except as expressly permitted in writing by us. You further agree that upon termination of your use of CPLP Processing Services for any reason, you will immediately return all such property to us.

We acknowledge that, in your use of our CPLP Processing Services, you may disclose to us certain confidential information relating to your Cardholders (if applicable). Accordingly, we agree to hold and use any and all such Cardholder information in confidence, and not to disclose, reveal, copy, sell, transfer, assign or distribute any part or parts of it, in any form, to any person or entity, or permit any of our employees, agents, or representatives to do so, except as expressly permitted in writing by you or as required by applicable law.

#### 8. MALFUNCTIONS.

Each party shall notify the other party immediately upon discovery of any evidence which might indicate that any of the CPLP Processing Services are not satisfactory. Upon such notification, both parties shall consult and test in a manner that CPLP deems appropriate to solve the problem. If we determine that the problem arises from hardware, software, personnel or other items within our control, we shall correct within a reasonable time not to exceed thirty (30) days from the date on which any such errors are brought to our attention. If we determine that the problem arises from the equipment, software, personnel procedures, communication or site facilities or other items within your control, you at your own cost shall correct the problem within a reasonable time not to exceed thirty (30) days from the date on which any such errors are brought to your attention.

9. FORCE MAJEURE.

Neither CPLP nor User shall be liable for any loss resulting from a delay or failure in its provision of CPLP Processing Services or in the operation of a Terminal due in whole or in part to any natural disaster, epidemic, fire, act of God, strike, war, riot, civil disturbance, court order, statute, governmental issuance, technological facility outage, shortage of or significant fluctuation in power or any other cause beyond its reasonable control.

10. LIMITATION OF LIABILITY

(a) Disclaimer of Certain Damages. The duties and responsibilities of CPLP under this Agreement will be limited to those expressly set forth and undertaken herein. In no event shall CPLP be liable to User for (i) any loss of use, revenue, profit or business opportunities or indirect, incidental, consequential, punitive, special or exemplary damages, even if CPLP is informed or is otherwise aware or should be aware, of the possibility or likelihood of such damages and regardless of whether any limited remedy provided hereunder is determined to fail in its essential purpose, (ii) losses or damages attributable to or arising from overhead allocations or general and administrative costs and expenses of User, (iii) losses or damages caused other than by CPLP's own gross negligence or intentional misconduct, or (iv) losses or damages arising out of the fraudulent or criminal acts of third parties.

(b) Damages Cap. Notwithstanding any provision contained in this Agreement to the contrary, the aggregate liability of CPLP during each consecutive twelve (12) month period beginning on the Effective Date for any and all claims, demands, costs, losses, damages or other potential or actual expenses which are in any way related, directly or indirectly, to the execution, performance or subject matter of this Agreement shall not exceed the average monthly amount of fees paid by User to CPLP during such period, exclusive of interchange and pass-through fees, multiplied by three (3), regardless of the form of action employed, whether in contract, warranty, tort (including negligence) or otherwise.

(c) Risk Allocation. The parties agree that the limitation of liability set forth in this Section 10 is a reasonable allocation of risk and that such limitation shall apply to any remedy ordered by a court, regardless of whether such court determines that any remedy provided for hereunder fails in its essential purpose.

11. NO WARRANTIES.

CPLP HEREBY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. INDEPENDENT ENTITY.

We agree to provide CPLP Processing Services to you as an independent contractor only. None of CPLP's officers, employees, agents or representatives will be subject to your control.

13. INSURANCE.

You agree to obtain all insurance coverage which is required by state and federal law and regulation and dictated by prudent business practices in connection with your use of CPLP Processing Services.

14. RIGHT OF INSPECTION OF RECORDS.

Upon reasonable notice to us and during normal business hours your representatives, auditors, and/or representatives of your regulatory agencies may inspect any file which we maintain regarding the provision of CPLP Processing Services to you.

15. ASSIGNMENT AND MERGER.

This Agreement may not be assigned by you without our prior written consent. If you are the subject of or a participant in a merger or acquisition by (i) statute, (ii) purchase of assets, (iii) sale or exchange of stock, (iv) consolidation or (v) any other means, such merger or acquisition shall not terminate this Agreement; rather, this Agreement shall remain in full force and effect after such merger or acquisition as the obligation of the surviving financial institution.

16. EFFECTIVE DATE AND TERM.

This Agreement shall be effective as of the date indicated in the introductory paragraph hereof provided that it is fully executed by us in original form and the payments required hereunder have been delivered to us. The initial term of the Agreement shall be sixty-six (66) months from the date our services commence under this Agreement and, thereafter, for successive one (1) year renewal terms unless terminated in accordance with paragraph 17 herein.

17. TERMINATION.

This Agreement may be terminated in its entirety by either party at the end of the initial term or any subsequent term upon one hundred eighty (180) days' prior written notice to the other party. In the event you breach this Agreement causing an early termination or terminate this Agreement prior to the expiration of its term, you agree to pay an early termination fee in an amount equal to the product of your average monthly fees times the number of months left in your current term.

18. AMENDMENTS.

This Agreement may be amended only by a writing duly executed by both parties.

19. ENTIRE AGREEMENT.

This Agreement, including all schedules, addenda and exhibits hereto, constitutes the entire understanding between the parties as to CPLP Processing Services and supersedes all previous communications, commitments and writings.

20. SEVERABILITY.

If any provision of this Agreement is held invalid, illegal, void or unenforceable by reason of any judicial decision, all other provisions of this Agreement shall nevertheless remain in full force and effect.

21. WAIVERS.

No course of dealing or failure to enforce any provision or exercise any right under this Agreement by either party shall be construed as a waiver of such provision or right, affect the validity of this Agreement or curtail the ability of any party to enforce such provision or exercise such right in the future.

22. NOTICES.

All notices by one party to the other under this Agreement shall be in writing and shall be considered delivered when actually received or three (3) days after placement in the U.S. Postal Service, whichever is sooner. Notice shall be sent to each party at the addresses set forth in the first paragraph of this Agreement. Either party may change the address for notices at any time by providing written notice of such change to the other party.

23. HEADINGS.

The titles and headings which precede the text of this Agreement have been inserted solely for convenience of reference and contain no substantive meaning.

24. APPLICABLE LAW.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized representatives on the date first written above.

CONCORD PROCESSING, LP

By: E.T. Haslam  
E.T. Haslam  
Name and Title (Printed) CFO

FIRST AMERICAN PAYMENT SYSTEMS

By: Neil L. Randel  
Neil L. Randel, President + CEO  
Name and Title (Printed)

8297  
User Identification Number

## **EXHIBIT A**

### **DEFINED TERMS CONCORD PROCESSING AGREEMENT**

"Automated Teller Machine" or "ATM"- An electronic device activated by a Cardholder which permits such Cardholder to access his or her account(s) for the purpose of conducting banking Transactions. An ATM includes a full function as well as a cash dispensing only machine.

"Business Day" - That part of any day, Monday through Friday, on which substantially all business functions are conducted and which is not a legal holiday.

"Cardholder" - A customer of a card issuer who has been issued a card which activates a Terminal and permits such customer to access his or her account(s) for the purpose of conducting Transactions.

"Gateway" - A technical interface between a computer processing switch and a Network switch, a card issuing body or a provider of EFT or EBT services for the purpose of conducting Transactions.

"Electronic Benefits Transfer" or "EBT" - The provision of government entitlement programs to those individuals who are entitled to receive such entitlements or benefits through the use of magnetically striped or other cards capable of storing information regarding the Cardholder and capable of accessing ATM, POB and POS Terminals to receive distribution of such entitlements or benefits.

"Electronic Fund Transfer" or "EFT" - A transfer of funds that is initiated through a Terminal, telephone, computer or magnetic tape and results in a debit or credit to an account.

"Interface" - The combination of the computer programs and communications links by which a Network switch can receive messages directly from and send messages directly to parties which have an agreement to use such Network's services.

"Network" - An organization of computer hardware, software, communications facilities, Terminals, documentation and service marks designed to support the interchange of Transactions among financial institutions and others.

"Point of Banking" or "POB" - The utilization of EFT access cards for banking Transactions at clerk operated Terminals in merchant locations.

"Point of Sale" or "POS" - The utilization of EFT access cards for Transactions at retail locations.

"Processing Services" - The authorization of Transactions; the operation, control, supervision and monitoring of Terminals deployed by a participant; and/or the provision of electronic connections from CPLP to STAR/MAC or another Network switch or card issuer to others.

"Specification Form" - A form provided by CPLP on which a User documents its instructions and selections of the options offered by CPLP in its Processing Services.

"STAR" - The mark and logo which designates the electronic funds transfer system owned and operated by CPLP's affiliate Star Networks, Inc.

"Terminal" - An electronic communications device through which a Transaction is initiated.

"Transaction" - An EFT request made at a Terminal by a Cardholder to his or her card issuer to debit or credit funds from his or her account(s) which is approved by such card issuer.

"User" - A financial institution or other entity which has entered into an agreement with CPLP to use CPLP Processing Services.

\* \* \*

**EXHIBIT B  
CONCORD PROCESSING  
SCHEDULE OF FEES**

User agrees to pay CPLP:

**Processing Fees**

1. A telecommunications charge per Transaction or status message from the ATM. Status messages include, but are not limited to, messages regarding card reader failures, dispenser failures, receipt printer failures, communication failures and "I'm Alive" messages. Telecommunication fees are based upon the deployment of dial-up ATM devices and software configurations that would not cause an average Transaction duration to exceed connection time of 18 seconds. If average connection exceeds 18 seconds, User will incur an additional telecommunications assessment at the rate of \$.002 per second over the first 18 seconds. (Fill-A-Tier)

Transaction Volume	Fee (Cents)
1 – 250,000	\$.035
250,001 – 500,000	\$.0325
500,001 – 1,500,000	\$.03
1,500,001 +	\$.0275

2. A telecommunications charge of \$3.00 for each downline load of ATM screens, messages and instructions to a dial-up ATM.
3. A delete fee of \$25\*\* per ATM de-installed.  
\*\*De-install fee will only be assessed if terminal on-line less than twelve (12) months.
4. An adjustment fee of \$6.50 per Regulation E adjustment.
5. Surcharge and Interchange Distribution (Third Party):

Distribution Account Setup (One Time)	\$15.00
Settlement Item Per Credit	\$1.00
Settlement Item Per Debit	\$1.00

**ATOM (Automated Terminal On-Line Manager) Fees\*\***

**\*\*\$250 per month for unlimited access**

**EXHIBIT C  
CONCORD PROCESSING  
SCHEDULE OF FEES  
CLIENT-REQUESTED SUPPORT SERVICES**

**Fees for client-requested services.**

- ◆ A fee of \$250 per hour per person for CPLP support for standard testing and certification of client requested changes. The fee applies, but is not limited, to message format changes, processor/software conversions, deconversions, transmissions and other client-requested changes or additions.
- ◆ An additional fee of \$250 per hour per person for support of client-requested special development efforts requiring software changes, special reports and other client specific changes.
- ◆ A fee of \$250 per hour per person for CPLP support of client requested testing of disaster recovery capabilities. These services include, but are not limited, to processing, transmissions, creating reports and transmitting files. The fee will be doubled for weekend support.
- ◆ A fee of \$1,000 for the support of a host software conversion initiated by the client or their processor. The fee is inclusive of all work required to support the conversion except for certification times that will be billed separately at the rates stated above.
- ◆ A setup fee of \$500 to add a unique identifier (pseudo ID) to the switch to designate a group of terminals or participant IDs for settlement, billing or other purposes.
- ◆ A fee of \$100 per month per pseudo ID for settlement and reporting support.
- ◆ A \$500 per report or file for the retransmission of a report or file more than 10 days old.

**Fees for client-requested cancellation of support activities.**

- ◆ A cancellation fee of \$200 per day times (10 days less the number of days cancellation notice) for a client requested cancellation of any project where work has already been done and the notice of cancellation is received less than 10 business days prior to the scheduled implementation date. This fee is in addition to any fees for work completed by CPLP up to such cancellation date.

<u>Notice (days)</u>	<u>Fee</u>
0	\$2,000
1	1,800
2	1,600
3	1,400
4	1,200
5	1,000
6	800
7	600
8	400
9	200

**Fees for client-requested database changes.**

- ◆ A fee of \$1,000 for support of client-requested message format change. The fee is inclusive of all work required to support the change except the testing, certification and development time that will be billed separately as stated above.



## CONCORD PROCESSING AGREEMENT

### ADDENDUM FOR SCHEDULE OF USER'S SELECTION OF ADDITIONAL PROCESSING SERVICES

This Addendum is dated March 1, 2003 by and between CONCORD PROCESSING, LP with offices located at 2201 Civic Circle, Amarillo, Texas 79109 ("CPLP", "we" or "us") and FIRST AMERICAN PAYMENT SYSTEMS with offices located at 201 MAIN STREET, SUITE 1000, FORT WORTH, TEXAS 76102 ("User" or "you") and shall supplement, amend and become part of the Concord Processing Agreement dated March 1, 2003 between CPLP and User ("CPLP Processing Agreement").

#### Background

In connection with the CPLP Processing Services set forth in the CPLP Processing Agreement, CPLP offers other services which facilitate the processing of Transactions ("Additional Processing Services"). At the time of execution of the CPLP Processing Agreement or at any later time, User may select Additional Processing Services. User's most recent selection of Additional Processing Services is itemized herein. Any previous selections by User of Additional Processing Services are reflected on earlier addenda. The features of and charges for the Additional Processing Services that User selects on this addenda are set forth in separate Addenda to the CPLP Processing Agreement which are attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual premises herein contained, CPLP and User agree to be legally bound by the terms of this Addendum as hereinafter set forth.

1. DEFINED TERMS. All capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in the CPLP Processing Agreement or Exhibit A thereto.

2. USER'S SELECTION OF ADDITIONAL PROCESSING SERVICES. From the list below, User selects those Additional Processing Services by which it places its **initials**.

_____	Advanced ATM Functionality
_____	Cardholder Service Charging Service
_____	Card Production Service
<u>✓</u> <u>NR</u>	Dial-Up ATM
<u>✓</u> <u>NR</u>	EBT Processing Service
_____	Electronic Banking Service
<u>✓</u> <u>NR</u>	Gateway Service
<u>✓</u> <u>NR</u>	Gateway Sponsorship
_____	Telephone Banking Card Service
_____	MasterCard Debit Card/Visa Check Card
_____	Signature Debit Fraud Risk Identification Service
_____	On-Line Services
_____	Self Service Banking
<u>✓</u> <u>NR</u>	Other Special Terms

3. CONFIRMATION OF CPLP PROCESSING AGREEMENT. Except as otherwise amended hereby, the CPLP Processing Agreement is hereby ratified in all respects and shall remain in full force and effect.

4. AGREEMENT TO SEPARATE ADDENDA. The execution by CPLP and User of this Addendum for Schedule of User's Selection of Additional Processing Services shall evidence the parties' agreement to the terms, conditions and pricing set forth in the separate Addenda for each of the Additional Processing Services that User selects hereinabove.

5. NEWLY SELECTED ADDITIONAL PROCESSING SERVICES. This Addendum reflects User's newly selected Additional Processing Services and shall supplement any earlier addenda executed for such purpose.

In Witness Whereof, the parties hereto have executed this Addendum by their duly authorized representatives on the date first written above.

CONCORD PROCESSING, LP

By: E. J. Kohn

\_\_\_\_\_  
Name and Title (Printed)

FIRST AMERICAN PAYMENT SYSTEMS

By: Neil L. Randel

Neil L. Randel, President & CEO  
Name and Title (Printed)

8297  
User Identification Number

**CONCORD PROCESSING AGREEMENT  
ADDENDUM  
FOR  
ADDITIONAL PROCESSING SERVICES  
GATEWAY SERVICE**

This Addendum is dated March 1, 2003  
by and between CONCORD PROCESSING, LP with  
offices located at 2201 Civic Circle, Amarillo, Texas  
79109 ("CPLP", "we" or "us") and FIRST  
AMERICAN PAYMENT SYSTEMS with offices  
located at 201 MAIN STREET, SUITE 1000, FORT  
WORTH, TEXAS 76102 ("User" or "you") and shall  
supplement, amend and become part of the Concord  
Processing Agreement dated March  
1, 2003 between CPLP and User ("CPLP  
Processing Agreement").

**Background**

In addition to the CPLP Processing Services set forth  
in the CPLP Processing Agreement, CPLP offers  
other services which facilitate the processing of  
Transactions ("Additional Processing Services").  
User elects the Additional Processing Services  
described herein.

NOW, THEREFORE, in consideration of the mutual  
premises herein contained, CPLP and User agree to  
be legally bound by the terms of this Addendum as  
hereinafter set forth.

**1. DEFINED TERMS**

All capitalized terms used in this Addendum and not  
otherwise defined herein shall have the meanings set  
forth in the CPLP Processing Agreement or Exhibit  
A thereto.

**2. GATEWAY SERVICE**

You hereby request and we hereby agree to provide  
you with our Gateway service which will afford  
extended EFT access to your Cardholders (if any)  
and the Cardholders of other Networks and/or card  
issuing organizations you designate by your initials  
below:

<input checked="" type="checkbox"/> Cirrus/ MasterCard	<input type="checkbox"/> Cards	<input checked="" type="checkbox"/> ATMs
<input checked="" type="checkbox"/> PLUS/ VISA	<input type="checkbox"/> Cards	<input checked="" type="checkbox"/> ATMs
<input checked="" type="checkbox"/> American Express Card		
<input checked="" type="checkbox"/> Discover Card		
<input type="checkbox"/> NYCE		

☐ Maestro U.S.A. Inc.  
☐ Interlink  
☒ Other (Specify) Star  
☒ Other (Specify) QUEST

You must establish and maintain appropriate (i)  
status as an active member of or participant in and/or  
(ii) arrangements to acquire Transactions of each of  
the other Networks and/or card issuing organizations  
you designate for our Gateway service. You represent  
and warrant to us that at all times during which this  
Addendum is operative you will be an active member  
of or participant in and/or hold an arrangement to  
acquire Transactions of each Network and/or card  
issuing organization you designate for our Gateway  
service. Through our Gateway service, we will  
receive (i) Transaction requests of your Cardholders  
made at Terminals of other Networks for your  
authorization and/or (ii) Transaction requests by  
Cardholders of other Networks and/or card issuing  
organizations made at your Terminals for  
authorization by such other Networks or card issuing  
organizations.

**3. OTHER USER RESPONSIBILITIES**

You are responsible to comply in all respects with the  
rules, regulations and standards of the other  
Networks to which we provide our Gateway service  
for you. You will be solely responsible for all other  
Networks' membership and other fees, fines,  
assessments, inquiries, adjustments, records,  
reconcilements, accountings and every other category  
of fees presently existing and hereafter imposed in  
connection with the Transaction requests for which  
we provide our Gateway service to you.

**4. FEES**

For the Additional Processing Services described in  
this Addendum, you agree to pay CPLP the  
applicable fees in accordance with the schedule of  
fees set forth on Exhibit GS-1 hereto.

#### 5. EFFECTIVE DATE AND TERM

This Addendum shall be effective when fully executed by us in original form and the required payments hereunder have been delivered to us. This Addendum shall be for a term coterminous with the remaining initial term or current renewal term of the CPLP Processing Agreement and shall, thereafter, be renewed automatically for successive one (1) year terms unless terminated in accordance with paragraph 17 of the CPLP Processing Agreement.

This Addendum shall terminate immediately upon expiration or earlier termination of the CPLP Processing Agreement.

#### 6. AMENDMENT OF CPLP PROCESSING AGREEMENT

Except as otherwise amended hereby, the CPLP Processing Agreement is hereby ratified in all respects and shall remain in full force and effect.

#### 7. AGREEMENT TO ADDENDUM

User has agreed to the terms of this Addendum by at the time of its execution of the CPLP Processing Agreement or at any later time by execution of an Addendum for Schedule of User's Selection of Additional Processing Services to supplement the CPLP Processing Agreement. The signatures of CPLP and User set forth in the CPLP Processing Agreement and the above referenced Addendum shall serve as evidence of the parties' agreement to this Addendum.

**EXHIBIT GS-1**  
**SCHEDULE OF FEES**  
**FOR ADDITIONAL PROCESSING SERVICES**  
**GATEWAY SERVICE**

The fees payable by User for Gateway Service shall be as follows:

**Processing Fees**

1. A per transaction processing fee\*\* including withdrawals, transfers, balance inquiries, declines, reversals and terminal balancing. (Fill-A-Tier)

Transaction Volume	Fee (Cents)
1 – 250,000	\$.035
250,001 – 500,000	\$.0325
500,001 – 1,500,000	\$.03
1,500,001 +	\$.0275

\*\*A Minimum Monthly Billing fee of \$5 per Terminal

2. Network sponsorship fees for national networks (Cirrus/MasterCard, Plus/Visa, American Express and Discover) are included in the transaction processing fee. The sponsorship fees for regional networks will depend upon sponsoring bank and network desired.

3. Regional Network Gateway Fees(Pass-Through)  
All applicable regional network transaction fees including but not limited to: ATM fees, fines and assessments, POS fees, adjustment fees and interchange fees/payments will be passed through as incurred by CPLP.

4. National Network Gateway Fees(Pass-Through)  
All applicable national network transaction fees including but not limited to: ATM fees, fines and assessments, POS fees, adjustment fees and interchange fees/payments per the interchange table will be passed through as incurred by CPLP.

**Interchange Table**

*(For information purposes only)*

	American Express	Discover	Plus/Visa*	Cirrus/MC*
<b>Withdrawal</b>	.65	.65	.50	.50
<b>Deposit</b>	NA	NA	NA	NA
<b>Transfer</b>	NA	NA	.25	.25
<b>Inquiry</b>	.25	.25	.25	.25
<b>Other</b>	NA	NA	NA	NA
<b>Denial</b>	.25	.25	.25	.25

\* Represents domestic (USA) interchange rates only.  
POS Reimbursement: Per the Network

## CONCORD PROCESSING AGREEMENT

### ADDENDUM FOR ADDITIONAL PROCESSING SERVICES EBT PROCESSING SERVICES (RADs)

This ADDENDUM FOR EBT PROCESSING SERVICES ("EBT ADDENDUM") is entered by and between CONCORD PROCESSING, LP ("CPLP"), a Delaware corporation, and FIRST AMERICAN PAYMENT SYSTEMS, a \_\_\_\_\_ ("Institution"), as of March 1, 2003.

1. GENERAL. CPLP and Institution have entered into an agreement for processing services dated as of March 1, 2003 (the "Agreement"). This EBT ADDENDUM is intended by the parties to amend and supplement the Agreement as set forth below, and shall for all purposes be considered part of such Agreement. Except as modified by this EBT ADDENDUM, the Agreement shall continue in full force and effect in accordance with its terms and shall be applicable to the services provided pursuant to this EBT ADDENDUM.

2. DEFINED TERMS. All capitalized terms used in this EBT ADDENDUM and not otherwise defined herein shall have the meanings set forth in the Agreement, including Exhibit A thereto.

3. CHOICE OF EBT PROGRAMS. Institution will participate in and CPLP will provide access to the programs for electronic, debit card-based distribution of government benefits designated by mutual agreement in Schedule EBT-1 ("EBT Programs"), as such Schedule may be amended from time to time by mutual agreement of the parties. Institution agrees that CPLP shall be the exclusive provider to Institution of gateway access for electronic benefits transfer programs to the extent that CPLP provides access to such programs. Each EBT Program shall be treated as a "Network" for purposes of the Agreement.

4. INSTITUTION REPRESENTATIONS AND WARRANTIES. Institution hereby represents and warrants that it is qualified to participate in each EBT Program it has selected in accordance with all applicable laws, regulations, rules, and administrative guidelines related to such EBT Program, including without limitation any applicable laws, regulations, rules, and administrative guidelines pertaining to

delivery of services to EBT recipients and recipient confidentiality, the QUEST® Operating Rules for EBT Programs participating in QUEST, the federal Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Clean Air Act, Clean Water Act, Energy Policy and Conservation Act, Immigration Reform and Control Act of 1986, and, to the extent food stamp transactions are processed hereunder, regulations issued by the Department of Agriculture pertaining to the Food Stamp Program. Institution represents and warrants that it has obtained any and all consents, approvals, certifications or other evidence of authority, and has properly executed and delivered any and all applications, agreements or other documents necessary to participate, and to allow CPLP to process and settle transactions on its behalf, in each such EBT Program. Institution shall cooperate with CPLP in obtaining any further consents, approvals, certifications or other evidence of authority, and executing and delivering any further applications, agreements or other documents that may be required from time to time in connection with Institution's participation in each EBT Program and CPLP's provision of services hereunder. If a financial institution or other sponsor is required for Institution to participate in an EBT Program, Institution shall provide to CPLP a duly executed certification of each such sponsor in a form provided by CPLP.

#### 5. INSTITUTION OBLIGATIONS.

a. At all times during the term, including any renewal thereof, of this EBT ADDENDUM, Institution shall remain a participant in good standing in each EBT Program selected hereunder.

b. The fees set forth in the Agreement, including in the schedules, exhibits and addenda thereto shall apply to electronic benefit transfer transactions to the same extent as on-line debit transactions, provided however, that CPLP may modify or add fees and charges for the support of services for an EBT Program that imposes additional costs on CPLP.

c. Institution will comply with all applicable laws, regulations, rules, or administrative guidelines related to its participation in each EBT Program and acceptance of EBT cards, including any Network rules or restrictions implemented by Institution's sponsor into any EBT Program. Institution shall not resubmit any EBT Transaction except as specifically permitted by the rules applicable to such EBT Program. Institution will not take any action that would cause CPLP to be in violation of any law, regulation, rule or administrative guideline applicable to an EBT Program, including any Network rules.

d. With respect to each EBT Program in which Institution participates, Institution shall comply with any obligations or duties imposed on participants in such EBT Program under any agreement ("Master Agreement") between CPLP and the administrator of the EBT Program ("EBT Provider") pursuant to which CPLP is authorized to process Transactions for the EBT Program, and the EBT Provider shall have the right to directly enforce the terms and conditions of the Master Agreement against Institution in the event that Institution breaches its obligations hereunder. CPLP will provide Institution with a copy of any Master Agreement which imposes obligations or duties on participants or with other reasonable notice of such obligations and duties. Institution shall not take any action that would cause CPLP to be in violation of any Master Agreement, including any performance standards thereunder.

e. Institution agrees that CPLP may release information regarding Institution's use of the EBT Program upon request by any Federal or State agency, and that Institution shall not have a claim or cause of action for such release of information.

f. Institution shall maintain records of EBT Transactions as required by applicable laws, regulations, rules, or administrative guidelines related to its participation in each EBT Program, including any Network rules.

g. Institution shall not use or disclose any information concerning a Recipient for any purpose not directly connected with the performance of Institution's duties under an EBT Program.

h. Institution shall not discriminate in the provision or denial of any EBT Transaction on the basis of a Recipient's disability or handicap (if any), age, race, color, religion, sex, sexual preference, political belief, national origin creed, marital status or veteran's status.

i. Institution shall provide to CPLP and any EBT Provider any information reasonably required by CPLP or the EBT Provider to assist CPLP or the EBT Provider in ensuring the integrity, security and successful performance of the EBT Network, including without limitation advance notice of the location and ownership of each ATM to participate in any EBT Program.

6. INDEMNIFICATION. In addition to any indemnification obligations of Institution set forth in the Agreement, Institution shall indemnify and hold harmless CPLP, and its directors, officers, employees, agents and affiliates from and against any and all claims or losses arising out of (i) any breach of this EBT Addendum by Institution and (ii) any negligent or fraudulent act or omission or intentional misconduct of Institution.

7. CPLP REPRESENTATIONS AND WARRANTIES. CPLP hereby represents and warrants that it is a qualified processor in each EBT Program identified in Schedule EBT-1 and that it has obtained any and all authorizations, certifications or other evidence of authority, and has properly executed and delivered any and all applications, agreements or other documents necessary to participate in each such EBT Program.

8. CPLP OBLIGATIONS.

a. CPLP shall provide the CPLP Processing Services with respect to EBT Programs identified on Schedule EBT-1 in accordance with the terms of this EBT ADDENDUM, the Agreement and applicable laws, regulations, rules and administrative guidelines applicable to each selected EBT Program, including any Network rules.

b. CPLP shall have the authority, without any liability, to terminate or suspend the provision of services hereunder with respect to each and every EBT Program, at the direction of any federal, state or other authority with responsibility for oversight or implementation of such EBT Program, including any EBT Provider, upon CPLP's determination to terminate support for such EBT Program for all customers, or upon Institution's loss of eligibility or authority to participate in such EBT Program. If CPLP is directed to terminate or suspend the provision of services hereunder with respect to an EBT Program, CPLP may also terminate or suspend provision of services hereunder for any other EBT Program without liability.

9. LIMITATION OF LIABILITY. In addition to the limitation of liability set forth in the Agreement, Institution agrees and acknowledges that CPLP shall have no liability to Institution arising out of any act or omission by an EBT Provider, including without limitation, an EBT Provider's rejection, chargeback or other failure to fully process in the ordinary course and without penalty any adjustment based upon a restriction on EBT Provider's ability to process such adjustment to the account of a recipient of government benefits, regardless of whether the error being adjusted or corrected was caused in whole or in part by CPLP.

10. TERM AND TERMINATION. This EBT ADDENDUM shall be effective as of the date first written above and shall continue in full force and effect until the expiration or termination of the Agreement in accordance with its terms. This EBT Addendum may also be terminated by either party in the event the other party has materially breached this EBT Addendum and has not cured such breach within thirty (30) days of written notice of such breach from the non-breaching party; provided however, that CPLP may terminate this EBT Addendum within such thirty (30) day period if CPLP believes that such breach may cause a penalty, fine or other sanction to be imposed on CPLP or will otherwise adversely affect CPLP's ability to provide processing services in any EBT Program.

11. EFUNDS EBT PROGRAMS. Institution agrees that if it participates in an EBT Program for which eFunds ("eFunds") is the EBT Provider, and such EBT Program does not operate under the Quest Operating Rules, eFunds shall have no liability to Institution arising out of e-Fund's management of the EBT Program or processing of Transactions except for Institution's direct damages caused by fraud or intentional misconduct committed by eFund's employees. In no event shall eFund be liable to Institution for indirect, incidental or consequential damages. Institution agrees and acknowledges that eFund is a third party beneficiary of this EBT ADDENDUM for purposes of this limitation of liability.

IN WITNESS WHEREOF, the parties hereto have executed this EBT ADDENDUM by their duly authorized representatives as of the date first written above.

CONCORD PROCESSING, LP

By: E.T. Haslam

Name and Title (Printed) E.T. Haslam  
CFO

FIRST AMERICAN PAYMENT SYSTEMS

By: Neil L. Randel

Name and Title (Printed) Neil L. Randel, President+CEO



**SCHEDULE EBT-1  
EBT PROGRAMS**

<b><u>STATE</u></b>	<b><u>PROGRAM SPECIFICATION</u></b>
Alabama	Citibank/Quest
Alaska	"
Arizona	"
Arkansas	"
Colorado	"
Connecticut	"
Florida	"
Georgia	"
Hawaii	"
Idaho	"
Indiana	"
Kentucky (Federal Benefits Only)	"
Maine (Future)	"
Maryland	"
Massachusetts	"
Michigan	"
Missouri	"
New Hampshire	"
New York	"
North Carolina (Federal Benefits Only)	"
Pennsylvania	"
Rhode Island	"
Tennessee	"
Vermont	"
Washington	"
Washington, DC	Lockheed Martin
Kansas	eFunds
Louisiana	"
Utah	"

## RAD/ISO EBT SPONSOR CERTIFICATION

The undersigned "Sponsor" hereby represents, warrants and certifies that, on the basis of certain representations, warranties or covenants by Sponsor to the respective entities operating each of the following programs for the electronic distribution of government benefits (each, an "EBT Program"), Institution has received all necessary authorizations, consents and approvals and has made all necessary filings and submissions to participate in each such EBT Program. Sponsor acknowledges that CPLP is relying upon the foregoing in providing processing services to Institution with respect to such EBT Programs.

State

Program

Sponsor and Institution agree to provide CPLP with at least thirty (30) days written notice prior to any termination or modification of Sponsor's agreement with Institution, or with any of the respective entities operating the foregoing EBT Programs, that would adversely affect Institution's right, power or authority to fully participate in any such EBT Program. If Sponsor enters into any arrangement that would limit the authority of Institution to charge card holders a fee for use of Institution's terminals, Sponsor shall provide CPLP written notice thereof on or before the execution of this RAD/ISO EBT SPONSOR CERTIFICATION or thereafter at least sixty (60) days prior to the effectiveness of such limitation.

### ACKNOWLEDGED AND AGREED:

#### SPONSOR

#### INSTITUTION

Concord EFS National Bank

First American Payment Systems

BY: E.T. Haslam

BY: Neil L. Bandel

PRINT: E.T. Haslam  
CFO

PRINT: Neil L. Bandel

TITLE: \_\_\_\_\_

TITLE: President + CEO

## CONCORD PROCESSING AGREEMENT

### ADDENDUM FOR GATEWAY/STATE SPONSORSHIP

This Addendum ("Sponsorship Addendum") is dated as of March 1, 2003, by and among FIRST AMERICAN PAYMENT SYSTEMS ("User"), Concord EFS National Bank, a national banking association ("Bank") and CONCORD PROCESSING, LP ("CPLP") and shall supplement, amend and become part of the Concord Processing Agreement dated March 1, 2003, between User and CPLP (together with all exhibits, addenda and schedules thereto, the "Agreement").

#### Background

CPLP provides processing services for User's ATMs and Gateway access to certain Networks pursuant to the Agreement. In order to enable User's ATMs to participate in such Networks and to enable User to establish ATMs in certain states, User seeks the services of a sponsor. Bank is willing to provide sponsorship services with respect to the Networks and states selected on Schedule A hereto (the "Selected Networks" and "Selected States," respectively) in accordance with the terms and conditions of this Addendum, and CPLP is willing to accept Bank as a sponsor.

NOW, THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. DEFINED TERMS

Except as otherwise expressly indicated herein, all capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in the CPLP Processing Agreement or Exhibit A thereto. For purposes of this Addendum, the term "Network" shall include programs for electronic, debit card-based distribution of government benefits in addition to Networks as defined in Exhibit A to the CPLP Processing Agreement.

#### 2. USER REPRESENTATIONS AND WARRANTIES

User represents and warrants to Bank and CPLP that:

(a) The Agreement and this Addendum are valid, binding and enforceable against User in accordance with their terms.

(b) User is duly organized, validly existing, and in good standing under the laws of the state of its organization and authorized to do business in each state in which the nature of User's activities make such authorization necessary or required.

(c) User has the full power and authority to execute and deliver the Agreement and this Addendum and perform all of its obligations hereunder.

(d) The execution, delivery and performance of the Agreement and this Addendum by User are not in conflict with User's articles of incorporation and by-laws or other chartering documents, or any agreement, contract, lease or obligation to which User is a party or by which it is bound.

(e) Neither User, nor any principal of User, nor any company owned or controlled by, or under common control with, User or any principal of User is or has been the subject of any of the following:

(i) Criminal conviction (except minor traffic offenses and other petty offenses);

(ii) Bankruptcy filing or petition;

(iii) Federal or state tax lien;

(iv) Administrative or enforcement proceeding commenced by any state or federal regulatory agency, including any banking

or securities agency, or entity  
operating an EBT Network;

- (v) Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practice on the part of User or any principal thereof; or
- (vi) Any action of any Network to prohibit or terminate User's direct or indirect activities with respect to such Network.

For purposes of this Addendum the word "principal" shall include any person directly or indirectly owning ten percent (10%) or more of User, any officer or director of User, any person actively participating in the control of User's business, and any spouse of any of the foregoing.

(f) There is not now pending or threatened against User, any litigation or proceeding, judicial, tax or administrative, the outcome of which might adversely affect the continuing operations of the User. Attached as part of Schedule B is a list and brief description of all pending lawsuits to which User is a party.

(g) User's financial statements, subject to any limitations stated therein, which have been or which hereafter shall be furnished to Bank or CPLP to induce them to enter into this Addendum do or will, respectively, fairly represent the financial condition of User, and all other information, reports and other papers furnished to Bank or CPLP will be, at the time the same are furnished, accurate and complete in all material respects.

### 3. BANK REPRESENTATIONS AND WARRANTIES

Bank represents and warrants to User that, as of the date of this Addendum, Bank is a member or participant in good standing with respect to each Selected Network, with full right, power and authority to act as sponsor for otherwise eligible ATM owners in such Selected Networks.

### 4. COVENANTS OF USER

(a) User will execute and deliver any application, participation or membership agreement or other document necessary to enable Bank to act as sponsor for User in each Selected Network and Selected State.

(b) User will comply with all federal, state and local laws, rules, regulations and ordinances ("Applicable Laws"), including those specifically identified in Schedule A with respect to any Selected State, and with all by-laws, regulations, rules and operating guidelines of the Selected Network ("Network Rules") related to User's ownership, control or operation of the ATMs serviced by CPLP pursuant to the Agreement (the "Covered ATMs") and shall obtain all consents, approvals, authorizations or orders of any governmental agency or body required for the execution, delivery and performance of the Agreement and this Addendum.

(c) User will provide prompt written notice to Bank of:

- (i) any material adverse change in the assets, operations or condition, financial or otherwise, of User;
- (ii) the threat or filing of any litigation against User;
- (iii) any investigation of User or any principal of User by any federal, state or local governmental agency;
- (iv) any disciplinary action taken by any Network against User or any principal of User; or
- (v) the occurrence of any other item set forth at Subsection 2(e).

(d) As soon as possible and in any event within sixty (60) days after the end of each quarter, commencing with the calendar quarter in which the date of this Addendum falls, User will provide Bank with a copy of the User's balance sheet as of the end of such period and related profit, loss and surplus statements.

(e) User agrees that this Addendum applies only to the Covered ATMs and that Bank shall be the exclusive sponsor of such Covered ATMs

for the purposes of any Network to which CPLP provides Gateway services, other than Networks to which Bank does not have the right or authority to provide sponsorship services.

(f) Except as required to comply with Applicable Laws related to sponsorship of ATMs in any Selected State, User shall not in any way indicate that Bank or CPLP endorse User's activities, products or services. The parties hereto are and shall remain independent contractors, and neither they, nor their respective individual employees shall have or hold themselves out as having, any power to bind the other to any third party. Nothing contained in this Addendum shall be construed to create or constitute a partnership, joint venture, employer-employee or agency relationship among the parties.

(g) If Bank is to act as sponsor with respect to Covered ATMs in any Selected State, User shall

- (i) provide Bank advance written notice of the proposed locations of each Covered ATM in any such Selected State, including the identity of operators of the premises where such Covered ATMs are located, and of any other information related to such Covered ATM or location as Bank shall reasonably require;
- (ii) provide Bank advance written notice of any Applicable Laws related to the establishment and operation of ATMs at each such location, other than federal laws and regulations;
- (iii) assist Bank in preparing any and all filings or applications required by Applicable Law with respect to the establishment and operation of ATMs in each Selected State;
- (iv) immediately notify Bank of any communication, whether oral or written (including electronic communication), from any representative of federal, state, or local government related to any Covered ATM; and

- (v) engage in no act or omission related to any Covered ATM which would cause Bank to be in violation of any Applicable Law.

## 5. SECURITY DEPOSIT

Within three (3) business days of notice from CPLP, User shall establish and maintain with Bank a segregated, restricted interest-bearing deposit account as to which User shall not have withdrawal privileges, dominion or control (the "Cash Collateral Account"), and deposit into such Cash Collateral Account collected funds in such amount requested by Bank in its sole discretion, but not in excess of one (1) days settlement or \$10,000, whichever is greater. User hereby pledges and grants to Bank and CPLP a security interest in the Cash Collateral Account and all money in the Cash Collateral Account and proceeds thereof as security for prompt payment in full of all User's obligations under the Agreement and this Addendum, including its obligations to any Network for fees, fines or assessments, and authorizes Bank and CPLP to exercise a right of set-off against funds in the Cash Collateral Account or any other funds or payment due and owing to User under the Agreement, including interchange payments. User agrees to take any steps necessary to ensure the attachment, perfection or protection of Bank's and CPLP's security interest in the Cash Collateral Account.

## 6. COVENANTS OF BANK

(a) Bank shall act as User's sponsor with respect to the participation of the Covered ATMs in each Selected Network in accordance with the Network Rules of each such Selected Network and with respect to the laws and regulations set forth at Schedule A for each Selected State.

(b) Bank shall maintain its status as member or participant in good standing with each Selected Network and shall comply with all Network Rules applicable to Bank's sponsorship of User's participation in each such Selected Network; provided, however, that Bank may terminate its sponsorship with User in any Selected Network (i) immediately upon written notice to User if Bank's authority to participate in such Selected Network or act as sponsor of User in such Selected Network is terminated by such Selected Network or (ii) upon thirty (30) days prior written notice, if Bank determines to

terminate its membership or participation in such Selected Network.

(c) Bank may, in its sole discretion, determine not to sponsor any Covered ATM.

#### 7. COVENANTS OF CPLP

CPLP hereby agrees to accept Bank as User's sponsor with respect to the Selected Networks.

#### 8. FEES

In addition to all other fees set forth in the Agreement, User shall compensate Bank for its services hereunder in accordance with the provisions of Schedule C attached hereto and the fee payment provisions of the Agreement. Bank shall pay its own costs of membership or participation in each Selected Network, but User shall pay any third party fee or charge incurred as a result of Bank's sponsorship of User.

#### 9. TERM; TERMINATION

(a) This Addendum shall be effective as of the date first written above and shall continue in effect during the term, including the initial term and any renewal term, of the Agreement, unless earlier terminated by any party pursuant to this Section. This Addendum will terminate without further action of any party upon the expiration or termination of the Agreement.

(b) Any party may terminate this Addendum as of the end of the initial term or any renewal term of the Agreement by providing sixty (60) days prior written notice to the other parties.

(c) Bank or CPLP may terminate this Addendum or Bank's sponsorship of User in any Selected Network or with respect to the specified Applicable Laws of any Selected State upon occurrence or discovery of one or more of the following events:

- (i) Immediately upon notice to User of the occurrence at any time of any of the conditions set forth at Subsections 2(e)(i), (ii), (iv), (v) or (vi) or 4(c)(i) or (iv).
- (ii) Thirty (30) days after written notice by Bank or CPLP to User, upon the occurrence of any of the conditions set forth

Subsections 2(e)(iii) or 4(c)(ii) or (iii).

(iii) In the event any financial statement, representation, warranty, statement or certificate furnished is materially false or misleading.

(iv) Immediately upon the occurrence of any other circumstance with respect to this Addendum that may reasonably be expected to have an adverse effect on Bank.

(d) In addition to the foregoing, any party may terminate this Addendum upon provision of thirty (30) days prior written notice to the other parties of any material breach of this Addendum by another party, provided that the defaulting party has not cured such breach within such thirty (30) day period.

(e) Upon any termination of this Addendum by Bank or CPLP pursuant to Subsections 9(c) or (d) above, User shall pay to Bank an early termination fee equal to the number of months remaining in the then-current term multiplied by the greater of (i) the highest average monthly amount of fees and charges incurred by User hereunder in any consecutive three (3) month period or (ii) \$5,000 (the "Early Termination Fee"). The parties agree that in the event of termination pursuant to Subsections 9(c) or (d) above, it would be extremely difficult and impracticable to fix the actual damages to CPLP resulting from such termination, and that, therefore, User shall pay to Bank the Early Termination Fee set forth above as liquidated damages and not as a penalty. The parties further agree that the Early Termination Fee represents a reasonable endeavor by the parties to estimate fair compensation for the foreseeable losses that might result from such termination.

#### 10. INDEMNIFICATION

User shall indemnify and hold harmless Bank and CPLP, their affiliates (including parents and subsidiaries), and their respective officers, directors, employees, successors and assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including, without limitation, the cost of investigating the claim, the cost of litigation, and reasonable attorneys' fees, whether or not legal

proceedings are instituted) paid or incurred by or on behalf of Bank or CPLP as a result of User's violation of any of the terms of this Addendum, any Schedule hereto, Network Rules, or Applicable Laws, or otherwise arising from or related to Bank's sponsorship of User in any Selected Network.

11. SURVIVAL

All representations and warranties, the rights and obligations of the parties pursuant to Sections 5, 9(e) and 10 and User's obligations to pay accrued fees shall survive the expiration or termination of this Agreement.

12. NOTICES

For purposes of the notices provision of the Agreement, notices to Bank shall be sent to: Concord EFS National Bank, 2525 Horizon Lake Drive, Suite 120, Memphis, Tennessee 38133, Attention: Senior Vice President.

13. AMENDMENT OF AGREEMENT

Except as amended, modified and supplemented hereby, the Agreement is hereby ratified and shall continue in full force and effect in accordance with its terms. Bank shall be the beneficiary, to the same extent as CPLP, of each representation, warranty, covenant and condition of User under the Agreement and of all disclaimers and limitations of liability of CPLP thereunder, but shall in no way be liable for any act or omission of CPLP.

IN WITNESS WHEREOF, this Addendum is executed by the parties as of the date and year below.

Concord EFS National Bank

By: E.T. Haslam

Name and Title: E.T. Haslam

CFO  
FIRST AMERICAN PAYMENT SYSTEMS

By: [Signature]

Name and Title: Neill L. Bandel, President & CEO

CONCORD PROCESSING, LP

By: E.T. Haslam

Name and Title: E.T. Haslam  
CFO

**SCHEDULE A  
SELECTED NETWORKS**

User, Bank and CPLP hereby agree that Bank shall act as sponsor for User, pursuant to the terms and conditions of the Addendum, with respect to the following Networks and in the states identified below:

*[User and Bank to initial]*

<input checked="" type="checkbox"/>	_____	Cirrus/ MasterCard
<input checked="" type="checkbox"/>	_____	PLUS/ VISA
_____	_____	American Express Card
_____	_____	Discover Card
_____	_____	MagicLine
_____	_____	Infinet
_____	_____	Honor
_____	_____	Maestro U.S.A. Inc.
_____	_____	Interlink
_____	_____	MAC
<input checked="" type="checkbox"/>	_____	QUEST EBT
_____	_____	AFFN
<input checked="" type="checkbox"/>	_____	STAR
_____	_____	Other (Specify) _____

*[User and Bank to initial]*

\_\_\_\_\_ West Virginia (Section 31A-8-126, West Virginia Code Ann. (Supp. 1998), and Title 106, Series 7 of the West Virginia Division of Banking's Legislative Rules.)

Pursuant to West Virginia law, User will maintain a sign on each Covered ATM, in a size and format acceptable to Bank showing the sponsorship of Bank with respect to such ATM.

\_\_\_\_\_ Connecticut (Pursuant to Connecticut Division of Banking's Legislative Rules)

Pursuant to Connecticut law, User will maintain a sign on each Covered ATM, in a size and format acceptable to Bank showing the sponsorship of Bank with respect to such ATM.



**SCHEDULE B**  
**LITIGATION LISTINGS**

## **SCHEDULE C FEES**

1. All applicable network transaction fees including but not limited to: ATM fees, fines and assessments, POS fees, adjustment fees and interchange fees/payments per the interchange table will be passed through as incurred by CPLP.
2. Sponsorship Transaction fees.

A. Approved and Declined State Sponsorship and Gateway Transactions

<u># of Transactions</u>	<u>Fee per trans</u>
1 – 25,000	\$.03
25,001 – 50,000	\$.02
over 50,001	\$.01

(Computed on a monthly basis. All Sponsored Transactions processed shall be accompanied by electronic data information, prepared and certified by ISO-Processor setting forth the number of applicable Sponsored Transactions)

B. EBT Transactions

<u># of Transactions</u>	<u>Fee per trans</u>
1 – 25,000	\$.03
over 25,001	\$.02

3. A monthly access fee of \$100 per month.  
(WAIVED)
4. A fee of \$125 per hour for professional services and research, if required. (WAIVED)

## CONCORD PROCESSING AGREEMENT

### ADDENDUM FOR SPECIAL TERMS

This Addendum is dated March 1, 2003 by and between CONCORD PROCESSING, LP with offices located at 2201 Civic Circle, Amarillo, Texas 79109 ("CPLP", "we" or "us") and FIRST AMERICAN PAYMENT SYSTEMS with offices located at 201 MAIN STREET, SUITE 1000, FORT WORTH, TEXAS 76102 ("User", "you" or "your") and shall supplement, amend and become part of the Concord Processing Agreement of even date between CPLP and User ("CPLP Processing Agreement").

#### Background

In connection with the CPLP Processing Services set forth in the CPLP Processing Agreement, CPLP is extending to User the special terms described herein to facilitate User's election of CPLP as the Processor of Transactions by its Cardholders and/or at its Terminals.

NOW, THEREFORE, in consideration of the mutual premises herein contained, CPLP and User agree to be legally bound by the terms of this Addendum as hereinafter set forth.

#### 1. DEFINED TERMS

All capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in the CPLP Processing Agreement or Exhibit A thereto.

#### 2. SPECIAL TERMS

a. CONVERSION ASSISTANCE PROGRAM (CAP).  
The following CAP shall be added to the CPLP Processing Agreement:

(i) CPLP will assist in the conversion of User's ATMs to the CPLP Processing Platform, listed on Schedule A to this Addendum, by providing the following services:

- A. Reprogram each ATM.
- B. Perform any necessary upload or download of software.

(ii) User and CPLP agree that in the event User acquires ATMs and converts such acquired ATMs to the CPLP platform during the initial term of this Agreement, additional assistance may be provided by CPLP to User, in CPLP's sole discretion, in exchange for an extension of the initial term of the CPLP Processing Agreement and increased monthly minimums in accordance with such acquired ATMs.

(iii) In the event that the Agreement is terminated for any reason prior to the end of the Initial Term, and termination is not the result of a contract breach by CPLP, User shall pay CPLP an amount equal to a pro rata portion of the CAP determined by (a) multiplying by a factor of .01666 (b) the number of months, including any partial month, between the last day of the initial term and the effective date of termination of the Agreement; then multiplying the product of (a) "times" (b) by (c) the total amount of the CAP received by User prior to such termination.

b. CPLP PROCESSING SERVICES. The following paragraph shall be added to Section 2 of the CPLP Processing Agreement.

We agree that during the term of this Agreement we shall be a non-exclusive provider to you of the services described in paragraphs (i), (ii) (iii) and (iv) of this Section.

c. FEES. Section 5(a) shall be amended by adding the following sentence to the end of the paragraph:

Notwithstanding any terms herein to the contrary, the fees and charges set forth in the Schedule of Fees, any Appendix, and/or Addendum (other than for new services) shall be fixed and shall not be increased during the initial term of the CPLP Processing Agreement, except that each increase in the fees, charges, and/or assessments levied by any regional or national network and any other third party charges incurred in connection with our provision of CPLP Processing Services to User shall be automatically invoiced to and payable by User without further notice by CPLP.

d. MONTHLY MINIMUM FEE. User and CPLP agree that if the total of all fees incurred by User pursuant to Exhibit B, Exhibit GS-1, and Schedule C hereto for any calendar month during this Agreement is less than the applicable monthly minimum fee as set forth below (the "Monthly Minimum Fee") for such calendar month, User shall pay to CPLP the following Monthly Minimum Fee:

<u>Time Period</u>	<u>Monthly Minimum</u>
First six months of initial term	No Minimum
Second six months through first year	\$21,000
Second year	\$25,000
Third year	\$27,500
Fourth year	\$30,000
Fifth year through end of initial term	\$25,000

Notwithstanding the foregoing, at the end of each six (6) month period of the initial term of the Agreement, starting with month seven (7) and continuing through the end of the initial term, User may apply for an Overage Credit, as defined below, within thirty (30) days following the end of each six (6) month period. Within thirty (30) days of receipt and acceptance of documentation submitted by User to CPLP supporting the Overage Credit, CPLP will apply such Overage Credit to User's invoice.

Overage Credit is defined as any amounts paid by User over the Monthly Minimum Fee in any given month/s during the applicable six (6) month period which can be applied to shortages in other months during the same six (6) month period.

As an example: During the first six (6) months of the second year, User's invoices are as follows: \$24,500/JAN, \$24,500/FEB, \$25,000/MAR, \$25,500/APR, \$26,000/MAY, \$26,000/JUN.

For the months of January and February, CPLP would add \$500 to User's monthly invoice per the Monthly Minimum Fee requirement. However, in the months of April through June, User's volumes and invoices exceeded the Monthly Minimum Fee by \$2,500 collectively. Therefore, User may submit documentation to CPLP within thirty (30) days of the June invoice requesting an Overage Credit of \$1,000 be applied to User's next invoice.

e. EFFECTIVE DATE AND TERM. Section 16 of the CPLP Processing Agreement shall be deleted in its entirety and replaced as follows:

This Agreement shall be effective as of the date indicated in the introductory paragraph hereof provided that it is fully executed by us in original form and the payments required hereunder have been delivered to us. The initial term of the Agreement shall be sixty-six (66) months commencing February 1, 2003 and, thereafter, for successive one (1) year renewal terms unless terminated in accordance with paragraph 17 herein.

f. TERMINATION. The following shall be added to the end of paragraph 17:

Notwithstanding the foregoing, should USER terminate the CPLP Processing Agreement prior to the end of the current Term and such termination is the result of an acquisition or merger of USER, whereby USER is not the surviving entity, then USER shall be subject to the following termination fees.

- (i) if surviving entity is a current CPLP customer, USER shall pay an early termination fee equal to the lesser of \$100,000 or the monthly minimum commitment, not to exceed \$25,000, times fifty percent (50%) times the number of months left in the current term of the Agreement.
- (ii) if surviving entity is not a current CPLP customer, USER shall be subject to an early termination fee equal to the monthly minimum commitment times fifty

percent (50%) times the number of months left in the current term of the Agreement.

g. Either party may terminate this Agreement upon provision of thirty (30) days prior written notice to the other party of any material breach of this Agreement by the other party, provided that the defaulting party has not cured such breach within such thirty (30) day period.

### 3. CONFIDENTIALITY

The CPLP Processing Agreement, this Addendum and the subject matter addressed herein shall be kept strictly confidential by CPLP and User and shall be disclosed only to those employees and agents required to have access to such information in the performance of each parties obligations hereunder, except to the extent that such information is required to be disclosed in any regulatory examination.

### 4. EFFECTIVE DATE AND TERM

This Addendum shall be effective when fully executed by us in original form and the required payments hereunder have been delivered to us. This Addendum shall be for a term coterminous with the current term of the CPLP Processing Agreement and shall, thereafter, be renewed automatically for successive one (1) year terms unless terminated in accordance with paragraph 17 of the CPLP Processing Agreement.

This Addendum shall terminate immediately upon expiration or earlier termination of the CPLP Processing Agreement.

### 5. CONFIRMATION OF CPLP PROCESSING AGREEMENT

Except as otherwise amended hereby, the CPLP Processing Agreement is hereby ratified in all respects and shall remain in full force and effect.

The signatures of CPLP and User set forth below shall serve as evidence of the parties' agreement to this Addendum.

CONCORD PROCESSING, LP

By: E.T. Haslam

E.T. Haslam

Name and Title (Printed) CFO

FIRST AMERICAN PAYMENT SYSTEMS

By: Neil L. Randel

Neil L. Randel, President + CEO  
Name and Title (Printed)

**SCHEDULE A**

<b>ATM</b>	<b>Model</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
1	TRANAX	MB 2100	Phoenix	AZ 85015
2	TRANAX	MB 2100	Phoenix	AZ 85027
3	TRANAX	MB 2100	Phoenix	AZ 85034
4	TRANAX	MB 2100	Phoenix	AZ 85043
5	TRITON	9500	MESA	AZ 85201
6	TRANAX	MB 2100	Gilbert	AZ 85234
7	TRANAX	MB 1000	Tempe	AZ 85281
8	TRANAX	MB 1000	Tempe	AZ 85282
9	TRANAX	2100	Yuma	AZ 85364
10	TRANAX	MB 2100	YUMA	AZ 85365
11	TRANAX	MB 2100	FLAGSTAFF	AZ 86001
12	TRANAX	MB 1000	Kayenta	AZ 86033
13	TRANAX	MB 2100	Camp Verdi	AZ 86322
14	TRANAX	MB 1000	Kingman	AZ 86401
15	TRANAX	MB 1500	Kingman	AZ 86401
16	TRANAX	MB 1000	Kingman	AZ 86401
17	TRANAX	2100	Lake Havasu	AZ 86403
18	TRANAX	2100	Bullhead City	AZ 86442
19	TRANAX	MB 1000	Los Angeles	CA 90017
20	TRANAX	MB 2100	Hermosa Beach	CA 90254
21	TRITON		Santa Monica	CA 90401
22	TRITON		Santa Monica	CA 90401
23	TRANAX	NANO	Sunset Beach	CA 90742
24	TRANAX		Rowland Heights	CA 91748
25	TRANAX	MB 2100	Carlsbad	CA 92009
26	TRANAX	MB 2100	Encinitas	CA 92024
27	TRANAX	MB 2100	San Marcos	CA 92069
28	TRANAX		San Diego	CA 92111
29	TRANAX	MB 2100	Bermuda Dunes	CA 92201
30	TRANAX	2100	Blythe	CA 92225
31	TRANAX	2100	BRAWLEY	CA 92227
32	TRANAX	2100	Cathedral City	CA 92234
33	TRANAX	MB 2100	Cathedral City	CA 92234
34	TRANAX	MB 2100	COACHELLA	CA 92236
35	TRANAX	MB 2100	Coachella	CA 92236
36	TRANAX	2100	Desert Hot Spg	CA 92240
37	TRANAX	MB 2100	El Centro	CA 92243
38	TRANAX	2100	El Centro	CA 92243
39	TRANAX	2100	LA QUINTA	CA 92253
40	TRANAX	2100	Indio	CA 92260
41	TRANAX	2100	Palm Desert	CA 92260
42	TRANAX	2100	Palm Desert	CA 92260
43	TRANAX	2100	Palm Springs	CA 92262
44	TRANAX	2100	Yucca Valley	CA 92264
45	TRANAX	2100	Thousand Palms	CA 92276
46	TRANAX	2100	Palm Springs	CA 92282
47	TRANAX	MB 2100	Big Bear	CA 92315
48	TRANAX	2100	NEEDLES	CA 92363
49	TRANAX	MB 2100	Lake Elsinore	CA 92530

First American ATM Locations

ATM	Model	City	State	Zip	
50	TRANAX	MB 2100	Murrieta	CA	92562
51	TRANAX	MB 2100	Murrieta	CA	92563
52	TRANAX	MB 2100	Sun City	CA	92584
53	TRANAX	MB 2100	Temecula	CA	92591
54	TRANAX	MB 2100	Temecula	CA	92592
55	TRANAX	MB 2100	Temecula	CA	92592
56	TRANAX	2100	TEMECULA	CA	92592
57	TRANAX	MB 2100	Laguna Niguel	CA	92647
58	TRANAX		Tustin	CA	92780
59	TRANAX	MB 2100	Anaheim	CA	92806
60	TRANAX	MB 2100	Anaheim Hills	CA	92807
61	TRANAX	MB 2100	Corona	CA	92883
62	TRANAX	1500	VENTURA	CA	93003
63	DIEBOLD	CSP 200	OXNARD	CA	93030
64	DIEBOLD	CSP 200	PORT HUENEME	CA	93041
65	TRANAX	MB 1000	Goleta	CA	93117
66	DIEBOLD	CSP 200	COALINGA	CA	93210
67	DIEBOLD	CSP 200	COALINGA	CA	93210
68	TRANAX	MB 2100	Hanford	CA	93230
69	TRANAX	NANO TT	Morro Bay	CA	93442
70	TRANAX	MB 2100	Bishop	CA	93514
71	TRANAX	MB 2100	Bishop	CA	93514
72	DIEBOLD	CSP 200	COARSE GOLD	CA	93614
73	TRANAX	MB 1000	Dos Palos	CA	93620
74	TRANAX	MB 1000	Fowler	CA	93625
75	TRANAX	MB 1000	Los Banos	CA	93635
76	TRANAX	MB 1000	Fresno	CA	93726
77	TRANAX	MB 2100	SALINAS	CA	93901
78	TRANAX	MB 2100	SALINAS	CA	93906
79	TRANAX	MB 2100	SALINAS	CA	93907
80	TRANAX	MB 2100	King City	CA	93930
81	TRANAX	MB 2100	MONTEREY	CA	93940
82	TRANAX	MB 2100	SEASIDE	CA	93955
83	TRANAX	MB 2100	Soledad	CA	93960
84	TRANAX	NANO	Soledad	CA	93960
85	TRANAX	1500	MOUNTAIN VIEW	CA	94040
86	TRANAX	MB 1000	Sunnyvale	CA	94086
87	TRANAX	1500	SAN FRANCISCO	CA	94102
88	TRANAX	MB 2100	San Francisco	CA	94111
89	TRANAX	MB 2100	Antioch	CA	94509
90	TRANAX	MB 1000	Antioch	CA	94509
91	TRANAX	MB 1000	Brentwood	CA	94513
92	TRANAX	1500	BRENTWOOD	CA	94513
93	NCR		Brentwood	CA	94513
94	TRANAX	MB 2100	Brentwood	CA	94513
95	TRANAX	MB 1500	CLAYTON	CA	94517
96	TRANAX	2100	Concord	CA	94521
97	TRANAX	2100	FREMONT	CA	94536
98	TRANAX	NANO	FREMONT	CA	94536
99	TRANAX	1500	FREMONT	CA	94538
100	TRANAX	2100	FREMONT	CA	94539

First American ATM Locations

ATM	Model	City	State	Zip
101	TRANAX	NANO	FREMONT	CA 94539
102	TRANAX	MB 1000	Hayward	CA 94541
103	TRANAX	MB 1000	Hayward	CA 94541
104	TRANAX	MB 2100	Hayward	CA 94545
105	TRANAX	MB 2100	Livermore	CA 94550
106	TRANAX	1500	Livermore	CA 94550
107	TRANAX	MB 2100	Martinez	CA 94553
108	TRANAX	2100	NEWARK	CA 94560
109	TRANAX	NANO	NEWARK	CA 94560
110	TRANAX	2100	NEWARK	CA 94560
111	TRANAX	NANO	NEWARK	CA 94560
112	TRANAX	MB 2100	OAKLEY	CA 94561
113	TRANAX	MB 2100	Pinole	CA 94564
114	NCR		Pinole	CA 94564
115	TRANAX	MB 2100	Pittsburg	CA 94565
116	TRANAX	MB 1000	DUBLIN	CA 94568
117	TRANAX	1500	RIO VISTA	CA 94571
118	TRANAX	MB 2100	ST. HELENA	CA 94574
119	TRANAX	1500	SAN LEANDRO	CA 94579
120	TRANAX	MB 1000	SAN RAMON	CA 94583
121	TRANAX	MB 2100	Fairfield	CA 94585
122	TRANAX	MB 2100	Suisun City	CA 94585
123	TRANAX	MB 2100	Pleasanton	CA 94588
124	TRANAX		Pleasanton	CA 94588
125	TRANAX	MB 2100	Walnut Creek	CA 94598
126	TRANAX	NANO	Walnut Creek	CA 94598
127	TRANAX	MB 1000	Berkeley	CA 94704
128	TRANAX	2100	BERKELEY	CA 94709
129	TIDEL	IS-2000	San Pablo	CA 94806
130	TRANAX	MB 2100	San Rafael	CA 94901
131	TRANAX	MB 2100	San Rafael	CA 94903
132	TRANAX	MB 2100	Kentfield	CA 94904
133	DIEBOLD		RHONERT PARK	CA 94928
134	TRANAX	NANO	Rhonert Park	CA 94928
135	TRANAX	MB 1000	Castroville	CA 95012
136	TRANAX	MB 2100	Cupertino	CA 95014
137	TRANAX	NANO TT	CUPERTINO	CA 95014
138	TRANAX	2200	FELTON	CA 95018
139	TRANAX	2100	Watsonville	CA 95019
140	TRANAX	MB 2100	Gilroy	CA 95020
141	TRANAX		Los Gatos	CA 95030
142	TRANAX	NANO	LOS GATOS	CA 95030
143	TRANAX	MB 1500	Los Gatos	CA 95032
144	TRANAX	MB 1000	Los Gatos	CA 95032
145	TRANAX	MB 1000	San Jose	CA 95035
146	TRANAX	MB 1000	Milpitas	CA 95035
147	TRANAX	1500	MILPITAS	CA 95035
148	TRANAX	MB 2100	MORGAN HILL	CA 95037
149	TRANAX	MB 1000	Santa Clara	CA 95050
150	TRANAX	MB 1000	Santa Clara	CA 95050
151	TRANAX	MB 1000	Santa Clara	CA 95050

First American ATM Locations

ATM	Model	City	State	Zip
152	TRANAX	MB 1000	San Jose	CA 95054
153	TRANAX	MB 1000	SAN JOSE	CA 95112
154	TRANAX	MB 1000	SAN JOSE	CA 95116
155	TRANAX	MB 1000	San Jose	CA 95122
156	TRANAX	MB 1500	San Jose	CA 95127
157	TRANAX	1500	SAN JOSE	CA 95128
158	TRANAX	1500	SAN JOSE	CA 95128
159	TRANAX	1500	SAN JOSE	CA 95128
160	TRANAX	MB 2100	SAN JOSE	CA 95129
161	TRANAX	MB 1000	SAN JOSE	CA 95129
162	TRANAX	MB 1000	SAN JOSE	CA 95131
163	TRANAX	MB 1000	SAN JOSE	CA 95132
164	TRANAX	MB 1000	San Jose	CA 95136
165	TRANAX	MB 1000	SAN JOSE	CA 95148
166	TRANAX	MB 1000	Stockton	CA 95205
167	TRANAX	NANO	Stockton	CA 95207
168	TRANAX	MB 2100	Stockton	CA 95207
169	TRANAX	MB 2100	Stockton	CA 95207
170	TRANAX	MB 2100	Stockton	CA 95209
171	TRANAX	MB 2100	Stockton	CA 95210
172	TRITON	9600	COPPEROPOLIS	CA 95228
173	NCR	5305	LOCKEFORD	CA 95237
174	TRANAX	MB 2100	Lodi	CA 95240
175	TRANAX	MB 1000	Murphys	CA 95247
176	TRANAX	MB 2100	Murphy's	CA 95247
177	TRANAX	MB 2100	Valley Springs	CA 95252
178	TRANAX	Nano	West Point	CA 95255
179	TRANAX	MB 2100	Ceres	CA 95307
180	TRANAX	MB 2100	Santa Nella	CA 95322
181	TRANAX	MB 2100	Lathrop	CA 95330
182	TRANAX	MB 2100	Modesto	CA 95350
183	TRANAX	MB 2100	Modesto	CA 95351
184	TRANAX	MB 2100	MODESTO	CA 95355
185	TRANAX	MB 2100	Modesto	CA 95356
186	TRANAX	MB 2100	MODESTO	CA 95356
187	TRANAX	NANO	Modesto	CA 95358
188	TRANAX	MB 2100	Oakdale	CA 95361
189	TRANAX	MB 2100	SONORA	CA 95370
190	TRANAX	MB 2100	Sonora	CA 95370
191	TRANAX		Sonora	CA 95370
192	TRANAX	MB 2100	Tracy	CA 95376
193	TRANAX	MB 2100	Tracy	CA 95376
194	TRANAX	NANO	TRACY	CA 95376
195	TRANAX	MB 2100	Westley	CA 95387
196	TRANAX	MB 2100	WINTON	CA 95388
197	DIEBOLD		SANTA ROSA	CA 95401
198	TRANAX	NANO	Santa Rosa	CA 95401
199	TRANAX	MB 2100	Santa Rosa	CA 95403
200	DIEBOLD		SANTA ROSA	CA 95403
201	TRANAX	NANO	Santa Rosa	CA 95403
202	DIEBOLD		SANTA ROSA	CA 95404



First American ATM Locations

ATM	Model	City	State	Zip
203	DIEBOLD	SANTA ROSA	CA	95407
204	TRANAX	Clearlake	CA	95422
205	TRANAX MB 2100	Clearlake	CA	95422
206	TRANAX MB 2100	Ft. Bragg	CA	95437
207	TRANAX MB 2100	Fort Bragg	CA	95437
208	DIEBOLD	HEALDSBURG	CA	95448
209	TRANAX MB 2100	Sonoma	CA	95476
210	TRANAX MB 2100	Ukiah	CA	95482
211	TRANAX NANO	Ukiah	CA	95482
212	DIEBOLD	WINDSOR	CA	95492
213	TRANAX MB 1000	Eureka	CA	95501
214	TRANAX 1500	ARCATA	CA	95518
215	TRANAX MB 2100	Arcata	CA	95521
216	TRANAX MB 2100	CRESENT CITY	CA	95531
217	DIEBOLD	DIXON	CA	95620
218	TRANAX MB 1000	Folsom	CA	95630
219	TRANAX MB 2100	Galt	CA	95632
220	TRANAX MB 1000	Jackson	CA	95642
221	TRANAX MB 2100	Lincoln	CA	95648
222	TRANAX 1500	PENRYN	CA	95663
223	NCR 5305	PIONEER	CA	95666
224	DIEBOLD	PIONEER	CA	95666
225	TRANAX MB 2100	Placerville	CA	95667
226	TRANAX MB 2100	Plymouth	CA	95669
227	TRANAX MB 2100	Vacaville	CA	95687
228	TRANAX MB 1000	Soda Springs	CA	95728
229	TRANAX MB 2100	SACRAMENTO	CA	95814
230	TRANAX NANO	Chico	CA	95928
231	TRANAX MB 1000	Oroville	CA	95966
232	DIEBOLD	CHILCOOT	CA	96105
233	TRANAX MB 1000	Portola	CA	96122
234	DIEBOLD	Olympic Valley	CA	96146
235	DIEBOLD	Olympic Valley	CA	96146
236	TRANAX MB 1000	AURORA	CO	80014
237	TRANAX MB 1000	Commerce City	CO	80022
238	TRANAX MB 1000	Greenwood Village	CO	80112
239	TRANAX MB 2100	Denver	CO	80222
240	TRANAX MB 1000	Lakewood	Co	80226
241	TRANAX NANO	Allenspark	CO	80510
242	TRANAX MB 1000	Fort Collins	Co	80521
243	TRANAX 2100	GREELEY	CO	80631
244	TRANAX 2100	GREELEY	CO	80631
245	DIEBOLD	Pagosa Spring	CO	81147
246	DIEBOLD	PAGOSA	CO	81147
247	DIEBOLD	Pagosa Springs	CO	81147
248	TRANAX MB 2100	Canon City	CO	81212
249	DIEBOLD CSP 100	Durango	CO	81303
250	TRANAX MB 1000	Dove Creek	CO	81324
251	TRANAX MB 2100	CEDAR EDGE	CO	81413
252	TRANAX MB 1000	DELTA	CO	81416
253	DIEBOLD	ECKERT	CO	81418

First American ATM Locations

	ATM	Model	City	State	Zip
254	TRANAX	MB 1000	Grand Junction	CO	81501
255	DIEBOLD		Grand Jct	CO	81501
256	TRANAX	1500	GRAND JUNCTION	CO	81505
257	DIEBOLD		Grand Jct	CO	81505
258	DIEBOLD		Clifton	CO	81520
259	DIEBOLD		FRUITA	CO	81521
260	TRANAX	MB 1000	Palisade	Co	81526
261	DIEBOLD		GOLLBRAN	CO	81624
262	TRANAX	MB 1000	Meeker	CO	81641
263	TRANAX	MB 2100	ORLANDO	FL	32822
264	TRANAX	NANO	Aventura	FL	33160
265	TRANAX	1500	FORT MYERS	FL	33905
266	TRANAX	1500	FORT MYERS	FL	33916
267	TRITON	9600	Davenport	IA	52805
268	TRANAX	MB 2100	POCATELLO	ID	83201
269	NCR		Pocatello	ID	83201
270	TRITON	9600	MALAD	ID	83252
271	TRANAX	MB 2100	Twin Falls	ID	83301
272	TRANAX	MB 2100	Twin Falls	ID	83301
273	TRANAX	MB 2100	Burley	ID	83318
274	DIEBOLD	CSP 200	Hailey	ID	83333
275	TRANAX	MB 2100	Jerome	ID	83338
276	DIEBOLD		MOUNTAIN HOME	ID	83647
277	DIEBOLD		MOUNTAIN HOME	ID	83647
278	TRANAX	MB 1000	Payette	ID	83661
279	TRANAX	MB 2100	PAYETTE	ID	83661
280	TRANAX	MB 1000	Post Falls	ID	83854
281	TRANAX	1500	Post Falls	ID	83877
282	TRANAX		Idaho Falls	ID	84321
283	TRANAX	MB 2100	Rock Island	IL	61201
284	TRANAX	MB 2100	Moline	IL	61265
285	TRANAX		Taylorville	IL	62568
286	TRANAX	MB 2100	LEXINGTON	KY	40505
287	TRANAX	MB 2100	Catlettsburg	KY	41129
288	TRANAX	1000	Glen Burnie	MD	21061
289	TRANAX	MB 1000	Lakeview	MI	48850
290	TRANAX	MB 1000	Stanton	MI	48888
291	TRANAX	MB 1000	Belmont	MI	49306
292	TRANAX	MB 1000	Ceadar	MI	49319
293	TRANAX	1000	Comstock	MI	49321
294	TRANAX	MB 1000	Gowen	MI	49326
295	TRANAX	MB 1000	Howard City	MI	49329
296	TRANAX	MB 1000	Howard City	MI	49329
297	TRANAX	MB 1000	Kent City	MI	49330
298	TRANAX	MB 1000	Pierson	MI	49339
299	TRANAX	MB 1000	Rockford	MI	49341
300	TRANAX	MB 1000	Rockford	MI	49341
301	TRANAX	MB 1000	Allendale	MI	49401
302	TRANAX	MB 1000	Hamilton	MI	49419
303	TRANAX	MB 1000	Holland	MI	49423
304	TRANAX	MB 1000	Holland	MI	49424

First American ATM Locations

ATM	Model	City	State	Zip	
305	TRANAX	MB 1000	Holland	MI	49424
306	TRANAX	MB 1000	Hudsonville	MI	49426
307	TRANAX	MB 1000	Hudsonville	MI	49426
308	TRANAX	MB 1000	Jenison	MI	49428
309	TRANAX	MB 1000	Zeeland	MI	49454
310	TRANAX	MB 1000	Grand Rapids	MI	49504
311	TRANAX	MB 1000	Plainfield	MI	49505
312	TRANAX	MB 1000	Wyoming	MI	49509
313	TRANAX	MB 1000	Wyoming	MI	49509
314	TRANAX	MB 1000	Walker	MI	49544
315	TRANAX	1500	SAUK CENTRE	MN	55378
316	TRANAX	MB 2100	ROBBINDALE	MN	55422
317	TRANAX	1500	ALEXANDRIA	MN	56308
318	TRANAX	1500	STARKVILLE	MS	39759
319	TRANAX	MB 1000	Emigrant	MT	59027
320	TRANAX	MB 1000	Jordan	MT	59337
321	TRANAX	MB 1500	Deer Lodge	MT	59722
322	TRANAX	MB 1500	Dillon	MT	59725
323	TRANAX	1500	Dillon	MT	59725
324	TRANAX	MB 2100	Drummond	MT	59832
325	TIDEL	IS-1000	Raleigh	NC	27601
326	TRANAX	MB 1000	Omaha	NE	68127
327	TRANAX	MB 1500	West Point	NE	68788
328	TRANAX	1000	LAGUNA	NM	87026
329	TRANAX	MB 2100	LAS CRUCES	NM	88001
330	TRANAX	MB 2100	Henderson	NV	89015
331	TRANAX	MB 2200	Laughlin	NV	89029
332	TRANAX	MB 2200	Laughlin	NV	89029
333	TRANAX	MB 2200	Laughlin	NV	89029
334	TRANAX	MB 2200	Laughlin	NV	89029
335	TRANAX	MB 2200	Laughlin	NV	89029
336	TRANAX	2200	Laughlin	NV	89029
337	TRANAX	2200	Laughlin	NV	89029
338	TRANAX	MB 2200	Laughlin	NV	89029
339	TRANAX	MB 2200	Laughlin	NV	89029
340	TRANAX	MB 2200	Laughlin	NV	89029
341	TRANAX	2200	Laughlin	NV	89029
342	TRANAX	2200	Laughlin	NV	89029
343	TRANAX	2200	Laughlin	NV	89029
344	TRANAX	2200	Laughlin	NV	89029
345	TRANAX	2200	Laughlin	NV	89029
346	TRANAX	MB 2200	Laughlin	NV	89029
347	TRANAX	MB 2200	Overton	NV	89040
348	TRANAX	2100	TONOPAH	NV	89049
349	TRANAX		Tonopah	NV	89049
350	TRANAX	MB 2100	Las Vegas	NV	89102
351	TRANAX	MB 2100	Las Vegas	NV	89102
352	TRANAX	2100	Las Vegas	NV	89102
353	TRANAX		Las Vegas	NV	89102
354	TRANAX	MB 2100	LAS VEGAS	NV	89102
355	TRANAX	MB 2100	Las Vegas	NV	89104

First American ATM Locations

ATM	Model	City	State	Zip	
356	TRANAX	MB 2100	Las Vegas	NV	89108
357	TRANAX	MB 2100	LAS VEGAS	NV	89108
358	TRANAX	MB 2100	Las Vegas	NV	89109
359	TRANAX	MB 2100	Las Vegas	NV	89110
360	TRANAX	MB 2100	Las Vegas	NV	89115
361	TRANAX	MB 2100	Las Vegas	NV	89117
362	TRANAX		Las Vegas	NV	89117
363	TRANAX		Las Vegas	NV	89117
364	TRANAX		Las Vegas	NV	89118
365	TRANAX	MB 2100	Las Vegas	NV	89119
366	TRANAX	MB 2100	Las Vegas	NV	89120
367	TRANAX	MB 2100	Las Vegas	NV	89121
368	TRANAX	MB 2100	Las Vegas	NV	89121
369	TRANAX	MB 2100	Las Vegas	NV	89122
370	TRANAX	MB 2100	Las Vegas	NV	89128
371	TRANAX	2100	LAS VEGAS	NV	89130
372	TRANAX	MB 2100	Fallon	NV	89406
373	DIEBOLD		Winnemucca	NV	89445
374	DIEBOLD		RENO	NV	89509
375	TRANAX	1500	RENO	NV	89570
376	TRANAX	MB 1000	Elko	NV	89801
377	DIEBOLD		Elko	NV	89801
378	TRANAX	MB 2100	Elko	NV	89801
379	TRANAX	MB 2100	Elko	NV	89801
380	TRANAX	MB 1500	Grand River	OH	44060
381	TRANAX	MB 2100	Akron	OH	44312
382	TRANAX	MB 2100	Akron	OH	44312
383	TRANAX	MB 2100	Canton	OH	44708
384	TRITON		Ironton	OH	45638
385	DIEBOLD		BEAVERTON	OR	97005
386	DIEBOLD		Beaverton	OR	97006
387	DIEBOLD	CSP 200	GLADSTONE	OR	97027
388	TRANAX	MB 2100	Gresham	OR	97030
389	TRANAX	MB 2100	GRESHAM	OR	97030
390	TRANAX		GRESHAM	OR	97030
391	DIEBOLD	CSP 200	HOOD RIVER	OR	97031
392	DIEBOLD		HOOD RIVER	OR	97031
393	TRANAX	MB 1000	Oregon City	OR	97045
394	TRANAX	MB 2100	OREGON CITY	OR	97045
395	DIEBOLD	CSP 200	OREGON CITY	OR	97045
396	DIEBOLD	CSP 200	Oregon City	OR	97045
397	TRANAX	MB 1000	The Dalles	OR	97058
398	DIEBOLD		THE DALLES	OR	97058
399	DIEBOLD		THE DALLES	OR	97058
400	DIEBOLD		GRESHAM	OR	97060
401	DIEBOLD		TROUTDALE	OR	97060
402	TRANAX	MB 2100	Tualatin	OR	97062
403	TRANAX	2100	TUALATIN	OR	97062
404	DIEBOLD	CSP 200	WEST LINN	OR	97068
405	DIEBOLD	CSP 200	WEST LINN	OR	97068
406	DIEBOLD	CSP 200	WILSONVILLE	OR	97070

First American ATM Locations

ATM	Model	City	State	Zip
407	TRANAX	MB 2100	Astoria	OR 97103
408	TRANAX	MB 1000	MC MINNVILLE	OR 97128
409	TRANAX	MB 1000	NEWBERG	OR 97132
410	TRANAX	MB 2100	Seaside	OR 97138
411	TRANAX	MB 2100	Tillamook	OR 97141
412	DIEBOLD		PORTLAND	OR 97201
413	TRITON		Portland	OR 97204
414	TRANAX		PORTLAND	OR 97205
415	DIEBOLD		PORTLAND	OR 97211
416	DIEBOLD		PORTLAND	OR 97212
417	DIEBOLD		PORTLAND	OR 97217
418	TRANAX	MB 1000	Portland	OR 97217
419	DIEBOLD		PORTLAND	OR 97220
420	DIEBOLD		PORTLAND	OR 97220
421	DIEBOLD		MILWAUKIE	OR 97222
422	DIEBOLD		Milwaukie	OR 97222
423	DIEBOLD		MILWAUKIE	OR 97222
424	TRANAX	MB 2100	Tigard	OR 97224
425	DIEBOLD		PORTLAND	OR 97225
426	DIEBOLD		PORTLAND	OR 97229
427	TRANAX	1000	Portland	OR 97230
428	DIEBOLD		PORTLAND	OR 97232
429	TRANAX		Gresham	OR 97233
430	TRANAX	MB 2100	Portland	OR 97236
431	TRANAX	MB 2100	Portland	OR 97266
432	TRANAX	MB 2100	Portland	OR 97266
433	TRANAX	MB 2100	PORTLAND	OR 97266
434	TRANAX	MB 2100	Salem	OR 97301
435	TRANAX	MB 2100	Salem	OR 97302
436	TRANAX	MB 2100	Salem	OR 97302
437	TRANAX	MB 2100	Salem	OR 97302
438	TRANAX	MB 2100	Keizer	OR 97303
439	TRANAX	MB 2100	KEIZER	OR 97303
440	TRANAX	MB 2100	Salem	OR 97303
441	TRANAX	MB 2100	Salem	OR 97304
442	TRANAX	MB 2100	Salem	OR 97305
443	TRANAX	MB 2100	Salem	OR 97305
444	TRANAX	MB 2100	Salem	OR 97305
445	TRANAX	MB 2100	Salem	OR 97306
446	TRANAX	MB 2100	Albany	OR 97321
447	DIEBOLD		ALBANY	OR 97321
448	DIEBOLD		ALBANY	OR 97321
449	TRANAX	MB 2100	CORVALLIS	OR 97330
450	TRANAX	MB 2100	CORVALLIS	OR 97330
451	TRANAX	MB 2100	LEBANON	OR 97335
452	DIEBOLD		Dallas	OR 97338
453	DIEBOLD		Independence	OR 97351
454	TRANAX	MB 1000	Newport	OR 97365
455	TRANAX		NEWPORT	OR 97365
456	TRANAX	MB 2100	Lincoln City	OR 97367
457	TRANAX	1500	LINCOLN CITY	OR 97367

First American ATM Locations

ATM	Model	City	State	Zip
458	TRANAX	MB 2100	Stayton	OR 97383
459	TRANAX	MB 2100	Sweet Home	OR 97386
460	TRANAX	MB 1000	Eugene	OR 97401
461	TRANAX	MB 1000	Eugene	OR 97401
462	DIEBOLD		EUGENE	OR 97401
463	DIEBOLD		EUGENE	OR 97401
464	TRANAX	MB 2100	Eugene	OR 97402
465	DIEBOLD		EUGENE	OR 97402
466	DIEBOLD		EUGENE	OR 97402
467	DIEBOLD		EUGENE	OR 97402
468	DIEBOLD		EUGENE	OR 97402
469	TRANAX	MB 1000	EUGENE	OR 97402
470	TRANAX	MB 2100	Eugene	OR 97403
471	DIEBOLD		EUGENE	OR 97403
472	TRANAX	MB 2100	Eugene	OR 97404
473	TRANAX		Eugene	OR 97405
474	DIEBOLD		Coos Bay	OR 97420
475	TRANAX	MB 2100	Cottage Grove	OR 97424
476	DIEBOLD		Cottage Grove	OR 97424
477	TRANAX	MB 2100	Florence	OR 97439
478	TRANAX	MB 2100	Florence	OR 97439
479	TRANAX	MB 2100	Newport	OR 97439
480	DIEBOLD		JUNCTION CITY	OR 97448
481	DIEBOLD		MYRTLE CREEK	OR 97457
482	DIEBOLD		North Bend	OR 97459
483	DIEBOLD		Reedsport	OR 97467
484	TRANAX	MB 1000	Roseburg	OR 97470
485	DIEBOLD		ROSEBURG	OR 97470
486	DIEBOLD		ROSEBURG	OR 97470
487	TRANAX	MB 2100	Springfield	OR 97477
488	TRANAX	MB 1000	Springfield	OR 97478
489	DIEBOLD		SUTHERLIN	OR 97479
490	TRITON	9500	Medford	OR 97501
491	TRANAX	MB 1000	Medford	OR 97501
492	TRITON		Medford	OR 97501
493	TRITON		Central Point	OR 97502
494	TRITON		White City	OR 97503
495	TRANAX	MB 1000	Medford	OR 97504
496	TRITON		Medford	OR 97504
497	TRANAX	MB 1000	GRANTS PASS	OR 97526
498	TRANAX	MB 1000	Grants Pass	OR 97526
499	TRANAX	1500	GRANTS PASS	OR 97526
500	TRITON		Grants Pass	OR 97526
501	TRITON		Grant Pass	OR 97526
502	TRITON		Phoenix	OR 97535
503	DIEBOLD		Klamath Falls	OR 97601
504	DIEBOLD		Klamath Falls	OR 97601
505	TRANAX	1000	KLAMATH FALLS	OR 97603
506	TRITON		Medford	OR 97604
507	TRANAX	MB 2100	Bend	OR 97701
508	DIEBOLD		BEND	OR 97701

## First American ATM Locations

ATM	Model	City	State	Zip
509 TRANAX	2100	BEND	OR	97701
510 DIEBOLD		BEND	OR	97701
511 TRANAX	MB 1000	La Pine	OR	97739
512 TRANAX	MB 1000	Madras	OR	97741
513 TRANAX	MB 2100	Madras	OR	97741
514 TRANAX	MB 1000	Prineville	OR	97754
515 TRANAX	2200	Redmond	OR	97756
516 TRANAX	MB 2100	Richmond	OR	97756
517 TRANAX	MB 1000	Riley	OR	97758
518 DIEBOLD		PENDELTON	OR	97801
519 DIEBOLD		PENDLETON	OR	97801
520 DIEBOLD		BAKER CITY	OR	97814
521 TRANAX	MB 1000	Hermiston	OR	97838
522 TRANAX	MB 1000	Joseph	OR	97846
523 TRANAX	MB 2100	Joseph	OR	97846
524 TRANAX	MB 2100	LA GRANDE	OR	97850
525 DIEBOLD		LaGrande	OR	97850
526 TRANAX	MB 2100	Portland	OR	97220-3906
527 TRANAX	MB 2100	Salem	OR	97301-1963
528 TRANAX	MB 2100	Salem	OR	97301-5838
529 TRANAX	MB 2100	Salem	OR	97306-1148
530 TRANAX	MB 2100	Eugene	OR	97401-3340
531 TRANAX	MB 2100	Eugene	OR	97401-5607
532 TRANAX	MB 2100	Eugene	OR	97402-3044
533 TRANAX	MB 2100	State College	PA	16803
534 TRANAX	MB 2100	York	PA	17402
535 TIDEL	IS-2000	York	PA	17404
536 TRANAX	MB 2100	Bethlehem	PA	18017
537 DIEBOLD		Clarks Summit	PA	18411
538 TRANAX	NANO	Philadelphia	PA	19135
539 TRANAX	1500	COLUMBIA	SC	29223
540 DIEBOLD		RAPID CITY	SD	57701
541 TRANAX	NANO	Hot Springs	SD	57747
542 TRANAX	MB 2100	The Colony	TX	75056
543 TRANAX	MB 2100	Plano	TX	75074
544 TRANAX	NANO	Arlington	TX	76015
545 TRANAX	MB 2100	Burleson	TX	76028
546 TRITON	9600	FORT WORTH	TX	76102
547 DIEBOLD		Valley View	TX	76272
548 TRANAX	MB 2100	Houston	TX	77030
549 TRANAX	MB 2100	Arlington	TX	79001
550 TRANAX	MB 2100	EL PASO	TX	79907
551 TRANAX	MB 2100	EL PASO	TX	79916
552 TRANAX	MB 2100	EL PASO	TX	79936
553 TRANAX	MB 1000	American Fork	UT	84003
554 NCR		American Fork	UT	84003
555 TBS		Bountiful	UT	84010
556 DIEBOLD		CENTERVILLE	UT	84014
557 TRITON		Clearfield	UT	84015
558 DIEBOLD		Coalville	UT	84017
559 DIEBOLD	CSP 100	SANDY	UT	84020

First American ATM Locations

	ATM	Model	City	State	Zip
560	TRANAX	MB 1000	DUCHESNE	UT	84021
561	DIEBOLD		DUCHESNE	UT	84021
562	TRITON		Farmington	UT	84025
563	DIEBOLD		Woods Cross	UT	84037
564	DIEBOLD		KAYSVILLE	UT	84037
565	DIEBOLD		Layton	UT	84041
566	DIEBOLD		LEHI	UT	84043
567	DIEBOLD		OREM	UT	84057
568	TRANAX	1000	Roy	UT	84067
569	DIEBOLD		Sandy	UT	84070
570	NCR		Tooele	UT	84074
571	NCR	5305	WEST JORDAN	UT	84088
572	DIEBOLD	CSP 100	PARK CITY	UT	84098
573	DIEBOLD		Salt Lake City	UT	84101
574	NCR		Salt Lake City	UT	84101
575	DIEBOLD		Salt Lake City	UT	84102
576	TRANAX	MB 2100	Salt Lake City	UT	84102
577	TRANAX	MB 2100	Salt Lake City	UT	84103
578	TRANAX	MB 1000	Salt Lake City	UT	84106
579	DIEBOLD		Salt Lake City	UT	84106
580	NCR		Salt Lake City	UT	84106
581	DIEBOLD		Salt Lake City	UT	84106
582	DIEBOLD		Richfield	UT	84106
583	TIDEL	IS-1000	Salt Lake City	UT	84106
584	TRANAX	NANO	Salt Lake City	UT	84108
585	TIDEL	IS-1000	Salt Lake City	UT	84109
586	TRANAX	MB 2100	Salt Lake City	UT	84109
587	TIDEL	IS-1000	Salt Lake City	UT	84111
588	DIEBOLD		Salt Lake City	UT	84115
589	TRANAX	MB 2100	Salt Lake City	UT	84116
590	DIEBOLD		Taylorsville	UT	84118
591	DIEBOLD		Salt Lake City	UT	84119
592	NCR		Salt Lake City	UT	84121
593	TRANAX	MB 2100	Salt Lake City	UT	84121
594	DIEBOLD		Salt Lake City	UT	84184
595	DIEBOLD		BRIGHAM	UT	84302
596	TRANAX	MB 1500	Gariand	UT	84312
597	DIEBOLD		HYRUM	UT	84319
598	TRITON		Logan	UT	84321
599	NCR		Logan	UT	84321
600	NCR		Logan	UT	84321
601	TRANAX	MB 1000	Logan	UT	84321
602	DIEBOLD		Logan	UT	84321
603	DIEBOLD		LOGAN	UT	84321
604	TRANAX	MB 1000	Logan	UT	84321
605	DIEBOLD		SMITHFIELD	UT	84335
606	DIEBOLD		SNOWVILLE	UT	84336
607	DIEBOLD		Ogden	UT	84401
608	DIEBOLD		Ogden	UT	84401
609	DIEBOLD		Ogden	UT	84401
610	DIEBOLD		Ogden	UT	84403



First American ATM Locations

ATM	Model	City	State	Zip
611 DIEBOLD		Ogden	UT	84403
612 DIEBOLD	CSP 100	Ogden	UT	84404
613 DIEBOLD		FARR WEST	UT	84404
614 NCR		Ogden	UT	84404
615 DIEBOLD		Riverdale	UT	84405
616 DIEBOLD	CSP 200	Washington Terrace	UT	84405
617 DIEBOLD		Ogden	UT	84405
618 DIEBOLD		Pleasant View	UT	84414
619 TRANAX		Ogden	UT	84414
620 DIEBOLD		Green River	UT	84525
621 TRANAX	MB 2100	Green River	UT	84525
622 DIEBOLD		MOAB	UT	84532
623 TRANAX	MB 1000	ORANGEVILLE	UT	84537
624 TRANAX	MB 1000	Provo	UT	84601
625 TRANAX	1500 w/du	Provo	UT	84602
626 TRANAX	MB 1000	PROVO	UT	84604
627 DIEBOLD		PROVO	UT	84604
628 DIEBOLD		PROVO	UT	84604
629 DIEBOLD		OREM	UT	84604
630 TRANAX		Manti	UT	84642
631 TRANAX	MB 2100	Mt. Pleasant	UT	84647
632 DIEBOLD		PAYSON	UT	84651
633 NCR		Payson	UT	84651
634 TRANAX	NANO	SALINA	UT	84654
635 TRANAX	MB 1000	SALINA	UT	84654
636 TRANAX	1500	SPANISH FORK	UT	84660
637 DIEBOLD		Spanish Fork	UT	84660
638 DIEBOLD		Spanish Fork	UT	84660
639 TRANAX		MAPELTON	UT	84664
640 NCR		Richfield	UT	84701
641 TRANAX	MB 2100	Richfield	UT	84701
642 DIEBOLD		BEAVER	UT	84713
643 DIEBOLD		Springdale	UT	84767
644 TRANAX	MB 1000	Torrey	UT	84775
645 DIEBOLD		TORREY	UT	84775
646 TRANAX	MB 2100	Pine Valley	UT	84781
647 DIEBOLD		ST. GEORGE	UT	84790
648 TIDEL	IS-2000	Chantilly	VA	20151
649 TIDEL	IS-2000	Sterling	VA	20164
650 TIDEL	IS-2000	Falls Church	VA	22046
651 TIDEL	IS-2000	Woodbridge	VA	22191
652 TRANAX	2100	FEDERAL	WA	98003
653 TIDEL	IS-2000	Maple Valley	WA	98038
654 TRANAX	MB 1500	Renton	WA	98056
655 TRANAX	2100	SEATTLE	WA	98101
656 TRANAX		Seattle	WA	98105
657 TRANAX	MB 1000	Seattle	WA	98108
658 TRANAX	1500	BURIEN	WA	98148
659 TRANAX	MB 2100	Zillah	WA	98148
660 TRANAX	MB 2200	Tukwila	WA	98168
661 TRANAX	MB 2200	Tukwila	WA	98168

First American ATM Locations

ATM	Model	City	State	Zip
662	TRANAX	MB 1000	Seattle	WA 98168
663	TRANAX	MB 2100	SEATTLE	WA 98178
664	TRANAX	MB 1000	Sea Tac	WA 98188
665	TRANAX	MB 2100	Seattle	WA 98188
666	TRANAX	2200	SEATAC	WA 98188
667	TRANAX	NANO TT	ARLINGTON	WA 98223
668	TRANAX	MB 2100	Bremerton	WA 98310
669	TRANAX	MB 2100	Bremerton	WA 98312
670	TRANAX	MB 2100	Gig Harbor	WA 98335
671	TRANAX	MB 2100	Bremerton	WA 98337
672	TRANAX	NANO	Bremerton	WA 98337
673	TRANAX	MB 1000	Port Orchard	WA 98366
674	TRANAX	MB 2100	Port Orchard	WA 98366
675	TRANAX	MB 2100	POULSBO	WA 98370
676	TRANAX	MB 2100	Payallup	WA 98371
677	TRANAX	MB 2100	Silverdale	WA 98383
678	TRANAX	MB 1500	Tacoma	WA 98402
679	TRANAX	1500	TACOMA	WA 98403
680	TRANAX	MB 1000	Tacoma	WA 98424
681	TRANAX	MB 1000	Tacoma	WA 98445
682	TRANAX	MB 1000	University Place	WA 98466
683	TRANAX	MB 1000	Lakewood	WA 98498
684	TRANAX	MB 1000	Lakewood	WA 98499
685	TRANAX	MB 1000	Lakewood	WA 98499
686	TRANAX		Lakewood	WA 98499
687	TRITON		Chehalis	WA 98532
688	DIEBOLD		BINGEN	WA 98605
689	DIEBOLD		GOLDENDALE	WA 98620
690	TRANAX	MB 2100	KELSO	WA 98626
691	TRANAX	MB 2100	LONG BEACH	WA 98631
692	TRANAX	MB 1000	Longview	WA 98632
693	DIEBOLD		LONG VIEW	WA 98632
694	DIEBOLD		LONG VIEW	WA 98632
695	DIEBOLD	CSP 200	VANCOUVER	WA 98661
696	DIEBOLD	CSP 200	VANCOUVER	WA 98663
697	DIEBOLD	CSP 200	VANCOUVER	WA 98664
698	DIEBOLD	CSP 200	VANCOUVER	WA 98664
699	DIEBOLD	CSP 200	VANCOUVER	WA 98665
700	DIEBOLD		Woodland	WA 98674
701	DIEBOLD		Leavenworth	WA 98826
702	TRANAX	MB 2100	Moses Lake	WA 98837
703	TRANAX	MB 1000	Yakima	WA 98901
704	TRANAX	MB 2100	Yakima	WA 98901
705	TRANAX	2200	YAKIMA	WA 98901
706	TRANAX	MB 1000	Yakima	WA 98903
707	TRANAX	MB 2100	Grandview	WA 98930
708	TIDEL	IS-1000	NACHES	WA 98937
709	TRANAX	MB 1000	Sunnyside	WA 98944
710	TRANAX	MB 1000	Toppenish	WA 98948
711	TRANAX	MB 2100	Toppenish	WA 98948
712	TRANAX	MB 2100	Wapato	WA 98951

First American ATM Locations

ATM	Model	City	State	Zip
713 TRANAX	MB 2100	SPOKANE	WA	99202
714 TRANAX	1500	SPOKANE	WA	99205
715 TRANAX	MB 1000	SPOKANE	WA	99206
716 TRITON		SPOKANE	WA	99206
717 TRANAX	MB 1000	Spokane	WA	99206
718 TRANAX	MB 2100	Spokane	WA	99208
719 TRANAX	MB 2100	Spokane	WA	99208
720 TRANAX	1500	SPOKANE	WA	99216
721 TRANAX	MB 2100	Pasco	WA	99301
722 TRANAX	MB 2100	Kennewick	WA	99338
723 TRANAX	MB 2100	Richland	WA	99352
724 TRANAX	1500	ROYAL CITY	WA	99357
725 TRANAX	MB 1000	Walla Walla	WA	99362
726 TRANAX	MB 1000	Walla Walla	WA	99362
727 DIEBOLD	CSP 200	BELOIT	WI	53511
728 TRANAX	MB 2100	PRINCETON	WV	24740
729 TRANAX	MB 2100	GREYBULL	WY	82426
730 TRANAX	MB 1000	Thermopolis	WY	82443
731 NCR		Riverton	WY	82501
732 TRANAX	MB 2100	Gillette	WY	82717
733 TRANAX	MB 1000	Evanston	WY	82930

## CONCORD PROCESSING AGREEMENT

### SECOND ADDENDUM FOR SPECIAL TERMS

This Second Addendum is dated August 1, 2007 by and between FIRST DATA RETAIL ATM SERVICES, L.P., formerly known as Concord Processing, L.P., with offices located at 2201 Civic Circle, Amarillo, Texas 79109 ("FDRAS", "we" or "us") and FIRST AMERICAN PAYMENT SYSTEMS with offices located at 201 Main Street, Suite 1000, Fort Worth, Texas 76102 ("User", "you" or "your") and shall supplement, amend and become part of the Concord Processing Agreement, dated March 1, 2003, as amended, between FDRAS and User ("FDRAS Processing Agreement").

#### Background

In connection with the FDRAS Processing Services set forth in the FDRAS Processing Agreement, FDRAS is extending to User the special terms described herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, FDRAS and User agree to be legally bound by the terms of this Second Addendum as hereinafter set forth.

#### 1. DEFINED TERMS.

All capitalized terms used in this Second Addendum and not otherwise defined herein shall have the meanings set forth in the FDRAS Processing Agreement.

#### 2. SPECIAL TERMS.

A. Extension of initial term of the Agreement. The initial term of the Agreement is hereby amended in its entirety to mean the time period from the Effective Date of the Agreement to and including March 1, 2011.

B. Monthly Minimum Fee. User and FDRAS agree that if the total of all fees incurred by User pursuant to Exhibit B, Exhibit GS-1, and Schedule C hereto (the "Incurred Fees") for any calendar month during this FDRAS Agreement is less than the Monthly Minimum Fee set forth below, User shall pay to FDRAS the following Monthly Minimum Fee for such calendar month in lieu of the Incurred Fees:

(i) \$10,000 for the time period from August 1, 2007 to July 31, 2008

(ii) \$8,000 for the time period from August 1, 2008 to July 31, 2009

(iii) \$6,000 for the time period from August 1, 2009 to July 31, 2010

(iv) \$5,000 for the time period from August 1, 2010 to February 28, 2011

#### C. Schedule C to the FDRAS Processing Agreement.

Schedule C to the FDRAS Processing Agreement is hereby deleted in its entirety and replaced with the Schedule C attached hereto.

#### 3. CONFIDENTIALITY.

The FDRAS Processing Agreement, this Second Addendum and the subject matter addressed herein shall be kept strictly confidential by FDRAS and User and shall be disclosed only to those employees and agents required to have access to such information in the performance of each parties obligations hereunder, except to the extent that such information is required to be disclosed by law or regulation.

#### 4. EFFECTIVE DATE AND TERM.

This Second Addendum shall be effective when fully executed by us in original form. This Second Addendum shall be for a term coterminous with the current term of the FDRAS Processing Agreement and shall, thereafter, be renewed automatically for successive one (1) year terms unless terminated in accordance with paragraph 17 of the FDRAS Processing Agreement.

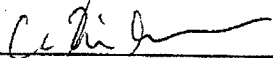
This Second Addendum shall terminate immediately upon expiration or earlier termination of the FDRAS Processing Agreement.

5. CONFIRMATION OF FDRAS PROCESSING AGREEMENT.

Except as otherwise amended hereby, the FDRAS Processing Agreement is hereby ratified in all respects and shall remain in full force and effect.

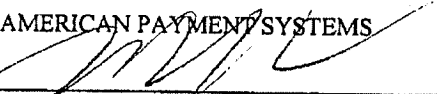
The signatures of FDRAS and User set forth below shall serve as evidence of the parties' agreement to this Second Addendum.

FIRST DATA RETAIL ATM SERVICES, L.P.

By: 

L. Kevin Gleason Assistant Treasurer  
Name and Title (Printed)

FIRST AMERICAN PAYMENT SYSTEMS

By: 

Howard W. Herndon, EVP, Gen Counsel  
Name and Title (Printed) + Sec.

**CONCORD PROCESSING AGREEMENT  
SECOND ADDENDUM  
FOR SPECIAL TERMS**

This Second Addendum is entered into as of January 1, 2011 (the "Second Addendum Effective Date") and is between Concord Processing, LP now known as First Data Retail ATM Services, LP, ("First Data Retail ATM Services" or "FDRAS") and First American Payment Systems ("User").

**RECITALS**

WHEREAS, First Data Retail ATM Services and User have entered into a CONCORD PROCESSING AGREEMENT dated March 1, 2003, as amended, (the "Agreement"), First Data Retail ATM Services and User have agreed to amend the Agreement as set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Data Retail ATM Services and User agree as follows:

1. Extension of Initial term of the Agreement. Effective on this Second Addendum Effective Date, the initial term of the Agreement is hereby amended in its entirety to mean the time period from the Effective Date of this Second Addendum to and including December 31, 2015.
2. Fees and Services and the ATM Processing Services Schedules. Effective on this Second Addendum Effective Date, the Fees and Service and the ATM Processing Services Schedules to the Agreement are hereby replaced and superseded by the Fee and Service and the ATM Processing Services Schedules attached hereto.
3. Cancellation Fee. Section 17 to the Agreement shall hereby be replaced and superseded as follows:

In the event that this Agreement is terminated prior to the end of its then-current term, then User agrees to pay an early termination fee ("Early Termination Fee") in an amount equal to the product of the User's average monthly fees (i) if this Agreement has been in effect for 12 or more months, the average amount of monthly billings to User by FDRAS for the preceding twelve (12) months prior to termination times the number of months left in the then-current term times eighty percent (80%). Such Early Termination Fee shall be paid by the User no less than thirty (30) days prior to termination.
4. Revised Schedule C. The parties agree that as of the date of this Second Addendum, Schedule C to the Addendum for Gateway/State Sponsorship dated March 1, 2003, shall be replaced and superseded in its entirety by Schedule C to this Second Addendum.
5. The Parties agree that in the event there is a conflict between the Agreement and this Second Addendum, this Second Addendum controls.
6. All references to the Agreement herein or in any other document or instrument between FDRAS and User shall hereafter be construed to be references to the Agreement, as modified by this Second Addendum.
7. Unless otherwise specifically defined herein, all capitalized terms used in this Second Addendum shall have their respective meanings set forth in the Agreement.
8. Only a written instrument signed by User and FDRAS may amend this Second Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum as of the date and year above written.

First American Payment Systems

By: Debra A. Bradford

Printed Name: Debra A. Bradford

Title: President + CFO

First Data Retail ATM Services, LP

By: Sharon Lappin

Printed Name: Sharon Lappin

Title: V.P.



## First American Payment Systems ATM Processing Services

### Basic Services – Included In Transaction Pricing\*

#### Standard Transaction:

Routing/Authorization

Includes:

- Basic Monthly Reporting
- Help Desk Services
- Designated Account Executive
- Standard ATOM (Automated Terminal Online Manager) Package
- Next Day Cash Settlement
- Daily Surcharge Settlement to ISO and/or Cash Account
- Daily Data File via FTP
- Initial ISO Implementation
- ISO Training via Teleconference

#### Other Services:

Expanded Services are available and quoted as requested or utilized.

### Transaction Levels and Price per Month - Basic Services Schedule

Level	Transaction Volume	Fee (Cents)
A.	0-100,000	5.75
B.	100,001-200,000	5.25
C.	200,001-500,000	4.75
D.	500,001-1,000,000	4.25
E.	1,000,001 PLUS	3.75

\*\*\*\*Above pricing does include per transaction sponsorship fee, but excludes network registration fees, merchant application fees, pass through fees, and other applicable network fees.

Minimum Monthly Billing per Terminal	\$10.00 (Waived)
Each Regulation E Adjustment	\$6.50





## First American Payment Systems

### Optional Expanded Services

Expanded Services are optional services provided at an additional fee. Customers are not required to pre-authorize Expanded Services. Services in this section are billed on an "as-used" basis as requested.

<b>Database Changes</b>		
On-line Terminal Database Change Orders	\$	1.00 (Waived)
Manual Terminal Database Change Orders via Fax	\$	3.00
Database Delete Orders (for terminals active less than 18 months)	\$	50.00 (Waived)
<b>Customer Requested Settlement Adjustment</b>	\$	15.00 / Adjustment (Waived)
<b>Special Telecom Services</b>		
CDMA Terminal Access		TBD
<b>Surcharge and Interchange Distribution (Third Party)</b>		
Distribution Account Setup (One Time)	\$	15.00 (Waived)
Settlement Item per Credit	\$	1.00 (Waived)
Settlement Item per Debit	\$	1.00 (Waived)
<b>Custom ACH Services</b>		
ACH Fee Billing Account Setup (One Time)	\$	15.00 (Waived)
ACH Fee Billing Debit	\$	1.00 (Waived)
ACH Fee Billing Credit	\$	1.00 (Waived)
<b>Data Services</b>		
Regeneration of Daily Activity File	\$	100.00 / Instance
Custom Code Development (e.g. Reports, Website, etc.)	\$	125.00 / Hour
Expedite Request	\$	25.00 / Instance
<b>Ad Hoc Reporting Services</b>		
Report Request (<3 Month Archival Data)	\$	0.10 / Page (1.00 Minimum)
Report Request (>3 Month Archival Data)	\$	0.10 / Page (50.00 Minimum)
<b>Delivery Per Page</b>		
Email		NC
Fax	\$	1.00 / Page
USPS First Class Mail	\$	1.00 / Page
<b>Merchant Statement Generation and Delivery</b>		
Mail	\$	1.00 / Page
E-Mail	\$	0.50 / Page

## ONLINE SERVICES

### First American Payment Systems



**Standard Service Includes: No Charge**

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- Disputes Manager (Includes all Disputes reporting)
- News and Messages
- Online Forms
- Standard Web Reporting
  - Encryption Key List
  - Inactive Terminal
  - ISO Global Summary
  - Terminal Address Listing
  - Terminals Listing
  -

**Premium Service Includes: See Licensing Fees\* Below:**

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- All Standard Services
- Terminal Manager
- Enhanced Web Reporting
  - ACH Detail by Account
  - Low Cash
  - Reject Analysis
  - Settlement Detail
  - Settlement
  - Terminals Setup and Change Log
  - Terminal Status
  - Transaction Detail
  - Transaction Summary by Date
  - Transaction Summary by Date EOM
- Real-time Terminal
- Transaction Grapher
- Cash Load

\*Licensing Fees

Access to ATOM Premium Service requires terminal and login licensing FLAT \$100/MONTH

## **SCHEDULE C FEES**

1. All applicable network transaction fees including but not limited to: Terminal fees, fines and assessments, POS fees, adjustment fees and interchange fees/payments per the interchange table will be passed through as incurred by FDRAS.
2. Sponsorship Transaction fees.
  - A. Approved and Declined State Sponsorship and Gateway Transaction fees are included in the processing fee.  
  
(Computed on a monthly basis. All Sponsored Transactions processed shall be accompanied by electronic data information, prepared and certified by ISO-Processor setting forth the number of applicable Sponsored Transactions)
  - B. An EBT Transaction fee is included in the processing fee.
3. A monthly access fee of \$100 per month is waived.
4. A fee of \$125 per hour for professional services and research, if required.
5. A Merchant Application fee of \$50.00 per application if Bank performs the application review and approval.